

**Regulations for Attestation, Certification and
Inspection of
SKG-IKOB Certificatie B.V.**

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FOREWORD

SKG-IKOB Certificatie B.V. (hereinafter referred to as SKG-IKOB) has the goal of promoting quality management in a general sense in the sectors construction and the built environment, living and healthcare. This is done in part by the issue of quality declarations, approvals and certificates for:

- products,
- services,
- processes, and
- quality systems

to organisations and persons active in the sectors named and by carrying out inspections in these sectors.

These Regulations apply to all attestation, certification and inspection activities carried out by SKG-IKOB, whether or not under accreditation, with the exception of the implementation of certification schemes and certification commissions that are detailed in other regulations. Insofar as such regulations are implemented under the direct responsibility of SKG-IKOB, they will be published individually on the website.

The working procedures and structure of SKG-IKOB in relation to attestation, certification and inspection are defined in these Regulations. The contents of these Regulations can, where necessary, be specified in more detail in procedures, work instructions etc. as included in the SKG-IKOB Quality System and Quality Handbook drawn up by the management of SKG-IKOB.

SKG-IKOB carries out its activities on the basis of the following principles:

- Complete impartiality. This is monitored by the Committee for Safeguarding Impartiality.
- Independent decision making concerning the award, imposed suspension or withdrawal of certificates and approvals.
- Expertise of its personnel and any external organisations and persons that may be used.
- Participation and involvement of interested groups in relevant schemes via (Joint) Councils of Experts, Advisory Councils, etc.

These Regulations are a further implementation of the current General Conditions for Commissions to SKG-IKOB Certificatie BV, as deposited at the Court of Justice in Utrecht and published on the SKG-IKOB website.

SKG-IKOB is recognised by the Dutch Accreditation Council (RvA) in accordance with NEN-EN 17065, and NEN-EN-ISO/IEC17021 for the certification systems:

- Attestation
- Product Certification
- Process Certification
- Management system certification

These Regulations replace the SKG Regulations for Attestation, Certification and Inspection of SKG-IKOB Certificatie B.V. of 1 January 2016. Approved by the Board of SKG-IKOB Certificatie B.V. on 6 November 2017 and operative with effect from 1 January 2018.

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1. General provisions

1.1 Terminology

In these Regulations, the following definitions are understood:

SKG-IKOB	: SKG-IKOB Certificatie BV, based in Geldermalsen, included in the register of the Chamber of Commerce in Utrecht under number KVK 24164317.
Tender/Price quotation	: The tender/price quotation made by SKG-IKOB to the applicant for carrying out attestation, certification and inspection activities, or for providing goods and services, in accordance with an accompanying description.
Applicant	: Natural or legal person, who has applied in writing to receive goods and services to be provided by SKG-IKOB under the terms of these Regulations.
Accreditation standard	: Assessment basis/standard and corresponding documents on the basis of which certification and/or attestation organisations are required to work.
General Comment	: Observation by the SKG-IKOB auditor/inspector that can lead to desired improvements and refinements to the quality system.
General Conditions	: Current General Conditions for Commissions to SKG-IKOB Certificatie B.V. in which the terms and conditions for commissions to SKG-IKOB are recorded. The Regulations for Attestation, Certification and Inspection by SKG-IKOB are a specific implementation of the General Conditions.
Approval	: A quality declaration issued on the basis of an assessment basis, in which SKG-IKOB, in accordance with the Regulations for Attestation, Certification and Inspection by SKG-IKOB, declares that the properties of a building element comply with specific requirements.
Attestation	: Activities on the basis of which an independent institution can issue a declaration that the properties of a building element comply with specific requirements, on condition that the building element is constructed in the way prescribed by the approval, in accordance with the technical specifications described in the approval
Attestation institution	: An independent, autonomous institution with full legal authority that carries out attestation activities, including the award of approvals.
Attestation agreement	: An agreement forming part of the certification/attestation system, detailing the rights and obligations of a certificate/approval holder and of a certification institution with respect to each other, including rights relating to the use of the certification mark and/or the quality declaration.
Auditor/Attester	: Person authorised and declared competent by SKG-IKOB who is entitled to carry out certification/attestation audits
Trademarks	: A mark, in words or as a pictogram, or a combination of these, with which a product, process, system, person or

	company can be identified, such as the KOMO label and the trademarks of SKG-IKOB.
Interested party	: The contracting party of the holder of an SKG-IKOB approval and/or certificate
Assessment basis	: Document with any appendices on the basis of which a quality declaration can be issued. Examples are (Dutch) Assessment Guidelines (BRL), SKG-IKOB quality criteria for recognition schemes, as well as international documents such as ETAG, CUAP, EAD, NEN-EN-ISO 9001, NEN-EN-ISO 14001 or OHSAS18001 or a harmonised product standard such as the Safety Checklist for Contractors (SCC).
Assessment Guideline	: An assessment basis drawn up by a (J)CoE that has been declared binding by the board of SKG-IKOB and which contains the detailed requirements and conditions relating to (KOMO) attestation and/or certification and or inspection.
Board	: Board of Directors of SKG-IKOB Certificatie
Binding declaration	: Decision by the board of SKG-IKOB stating that the assessment guideline concerned must be followed in its entirety by SKG-IKOB for the issue of quality declarations based on the assessment guideline. The date of the binding declaration by the board is stated on the assessment basis concerned.
Construction element	: A part of a building, composed of materials and/or products, which: <ul style="list-style-type: none"> - fulfils a number of clearly described functions; - is processed at the construction location in a clearly described manner; - is unambiguously specified, including the component parts supplied by the producer, and meets clearly described performance requirements.
Certificate	: A quality declaration issued by SKG-IKOB in accordance with an assessment basis and the provisions of these Regulations for Attestation, Certification and Inspection by SKG-IKOB. This declaration states that there is justifiable confidence that the product, process, service, management system or person identified by the certificate holder continuously satisfies the specifications recorded in the assessment basis and/or is constructed or operates in accordance with the relevant requirements. This provided that it is stated that the product, process or service delivered is covered by the certificate.

Certificate holder	: A natural or legal person in possession of a valid certificate or approval issued by SKG-IKOB on the basis of these regulations, or a combination of these.
Certification	: Activities on the basis of which an independent institution makes it known that there is justified confidence that a clearly described subject of certification complies with a particular standard, or with another document that sets requirements.
Certification decision maker	: Officer designated by SKG-IKOB who is authorised and competent to make decisions, based on investigations, concerning whether or not quality declarations will be issued or suspended or sanctions will be imposed.
Certification (inspection)	: Activities on the basis of which an independent institution can produce a declaration that at the moment of inspection, a clearly described subject of certification complies with a particular standard, or with another document that sets requirements.
Certification institution	: An independent, autonomous institution with full legal authority that carries out certification activities, including the issue of certificates under the jurisdiction of the Dutch Accreditation Council (RvA).
Certification Manager	: Officer designated by SKG-IKOB who has final responsibility for one or more certification/attestation schemes.
Certification/attestation mark	: A protected (collective) mark, which the certificate/approval holder is permitted by or authorised by SKG-IKOB to use on the condition that the mark is used in accordance with these regulations and the standards that apply to the mark in question, as recorded in certification and attestation schemes and regulations, among other things.
Certification agreement	: An agreement forming part of the certification/attestation system, detailing the rights and obligations of a certificate/approval holder and of a certification institution with respect to each other, including rights relating to the use of the certification mark and/or the quality declaration.
Certification/attestation programme	: All activities, procedures and rules relating to the attestation and/or certification of a product, process, person or system.

Certification/attestation system	<p>: A specified methodology, followed by a certification or attestation institution in order to;</p> <ul style="list-style-type: none"> - establish whether products, processes, services and/or quality systems comply with the requirements that have been set as conditions for authorising the certificate holder to make use of a certification mark and a quality declaration; - monitor the certificate holder (except for inspection certification) such a way as to ensure that compliance with the requirements referred to above continues after the authorisation has been issued.
Appeal Council	<p>: Independent Council appointed by SKG-IKOB that deals with complaints about SKG-IKOB or its personnel in second instance.</p>
CSI	<p>: Committee for Safeguarding Impartiality. The CSI monitors the completely impartial and independent operation of SKG-IKOB.</p>
CUAP	<p>: Common Understanding of Assessment Procedure, which serves as the assessment basis for the issue of an ETA.</p>
Service	<p>: The entire set of controlled and professional activities, aimed at delivering the requested service in accordance with specifications.</p>
Disciplinary measure	<p>: A sanction imposed by SKG-IKOB</p>
EC certificate of conformity	<p>: A quality declaration issued by SKG as Notified Body that a product conforms with a European technical specification (in accordance with the relevant annex ZA in a harmonised EN standard or an ETA).</p>
EAD	<p>: European Assessment Document (EAD), a harmonised Technical Specification as detailed in Regulation (EU) No 305 /2011 (CPR).</p>
ETA	<p>: A European Technical Approval, a technical assessment of a product on the basis of an ETAG for the intended use, in relation to relevant provisions in the Construction Products Directive No 305/2011 (CPR), on the basis of which a CE mark can be carried.</p>
ETAG	<p>: A European Technical Approval Guideline, which serves as the assessment basis for the issue of an ETA.</p>
Joint, Central Council of Experts) (J)(C)CoE	<p>: Council appointed by SKG-IKOB or third party that draws up and manages the assessment basis that is implemented by SKG-IKOB.</p>
Standing Regulations	<p>: Further details - relating to all or part - of these Regulations. Standing Regulations may never conflict with the provisions of these Regulations. If this should be the case, then these Regulations take priority.</p>
Inspection Certificate	<p>: A quality declaration issued once by SKG-IKOB in accordance with an assessment basis and the provisions of the Regulations for Attestation, Certification and Inspection of SKG-IKOB, in which SKG-IKOB declares that the properties of (part of) a building or building element complied with the requirements of the assessment basis at the moment of inspection.</p>

Inspector/technical inspector	: Person designated by SKG-IKOB who is authorised to carry out practical tests for one or more schemes and to examine dossiers.
Withdrawal	: Sanction imposed by SKG-IKOB under which the certificate holder / approval holder is no longer permitted to carry/make use of the quality declaration with corresponding trademark(s) and which also leads to the immediate termination of the certification/attestation agreement
Complainant	: Natural or legal person directly involved in certification/attestation or inspection schemes operated by SKG-IKOB who has submitted a complaint about SKG-IKOB or about certificate/approval holders.
Critical deviations (CD)	: Observed deviations from the assessment basis that impede the issue or continuation of the certificate. Critical deviations must be eliminated within the period specified in the assessment basis, this at the judgement of SKG-IKOB. A similar term may be used in the assessment basis concerned.
Non-Critical deviations (NCD)	: Observed deviations from the assessment basis that need not directly impede the issue or continuation of the certificate. Non-critical deviations must be eliminated within the period specified in the assessment basis, this at the judgement of SKG-IKOB. A similar term may be used in the assessment basis concerned.
Suspension	: Temporary discontinuation of the use of the quality declaration with corresponding trademark(s), requested by the certificate holder and agreed by SKG-IKOB.
Quality	: The extent to which the complete package of properties of a product/process/service complies with the specified requirements, arising from the purpose for which it is to be used.
Quality handbook	: The handbook drawn up by an organisation in which the quality system is recorded and described in detail.
Quality system	: The cohesive set of procedures, processes, persons and resources laid down by an organisation, which are necessary for the implementation and assurance of the desired quality.
Quality declaration	: A document issued on the basis of an assessment basis stating that the performance of the product or service is in accordance with the assessment basis.
Product	: A product, process, system, construction element, construction system, building / part of a building or activity, to be assessed by SKG-IKOB for the purpose of certification/attestation/inspection.
Dutch Accreditation Council	: Independent, external supervisory body for certification/attestation activities to be carried out by SKG-IKOB in the context of these Regulations, insofar as these are based on assessment bases or statutory schemes for which/ as a result of which the Dutch Accreditation Council is designated the supervisory body.



Reviewer	: Person designated by SKG-IKOB with relevant expertise, who assesses certification/attestation tests carried out by SKG-IKOB for procedural and content-related correctness and completeness, and for correct application of the assessment bases and the quality system of SKG-IKOB. The reviewer advises the certification manager in relation to the issue, continuation or withdrawal of the quality declaration.
Sanction(s)	: Measure imposed by SKG-IKOB if the certificate/approval holder remains in default with respect to implementing the prescribed corrective measures, or fails to implement these correctly
Imposed suspension	: Form of sanction imposed by SKG-IKOB under which the certificate holder is temporarily no longer entitled to carry/make use of the quality declaration with corresponding trademark(s)
Deficiency	: Formal deviation with respect to the assessment basis. A distinction can be made between critical and non-critical deviations (see relevant definitions).
Contracting out	: The commissioning by SKG-IKOB of persons and/or organisations to carry out activities, acquired by agreement and/or commission, under the responsibility of and in accordance with quality standards, working procedures, work instructions, formats etc. of the persons and/or organisations concerned.
Lapsed (Quality declaration)	: Quality declaration for which the period of validity has expired without this being caused by a sanction.
Independent Administrative Body	: Body established by law by the national government, which is authorised to carry out government tasks independently and autonomously and to impose sanctions in the case of violations. Examples are the Dutch Accreditation Council and the Netherlands Authority for the Financial Markets.

1.2 General Description

- 1.2.1 The management and implementation of the certification system for attestation, certification and inspection are recorded in these Regulations for Attestation, Certification and Inspection (referred to from here on as the Regulations).
- 1.2.2 In response to a written request, SKG-IKOB will provide a directly interested party with the Regulations, the General Conditions and the necessary information about the certification, inspection or attestation system.
- 1.2.3 SKG-IKOB will deal with every application for certification, attestation and/or inspection by starting the acceptance procedure.
- 1.2.4 If the assessment basis is complied with, SKG-IKOB will draw up a certification/attestation agreement with applicants, under which the right to use a certificate/approval with corresponding trademark(s) is granted. The conditions attached to this right are recorded in article 7 of these Regulations and described in detail in appendix 1 of these Regulations.
- 1.2.5 In order to ensure the broadest possible public support for its activities, SKG-IKOB will promote the consolidation of expertise of interested groups, whether or not per certification/attestation scheme, in one or more advisory or other councils such as the CSI, (J)CoEs, advisory committees, working parties etc. and their functioning in good business consultation.
- 1.2.6 Activities for the benefit of a certification/attestation/inspection system may be contracted out under certain conditions to be further specified.

2. (Joint, Central) Council of Experts (J)(C)CoE

2.1 General Description

- 2.1.1 SKG-IKOB will receive substantive support and advice (binding and non-binding) from one or more (J)(C) Councils of Experts. A (J)(C)CoE may act for more than one certification/inspection/attestation scheme. Every scheme implemented by SKG-IKOB can in principle only be covered one (J)(C)CoE, however. The management of SKG-IKOB will set up the various councils after discussion with the interested groups.
- 2.1.2 If SKG-IKOB makes use of an external (J)(C)CoE, SKG-IKOB will have an agreement with this facilitating organisation.
- 2.1.3 The tasks, responsibilities and position of the external (J)(C)CoE are described in the regulation(s) of the facilitating organisation. The agreement referred to in article 2.1.2 states that SKG-IKOB will meet the obligations specified in the agreement.
- 2.1.4 If SKG-IKOB is the facilitating body for a (J)(C)CoE, it will conclude the agreement referred to in article 2.1.2 with participating organisations, in which the provisions of article 2.1.2 are also recorded.
- 2.1.5 A (J)(C)CoE that is facilitated by SKG-IKOB will satisfy the provisions of these Regulations as well as the further details in the procedures as recorded in the Quality Handbook of SKG-IKOB.

2.2 Tasks and powers

- 2.2.1 The task of the (J)(C)CoE is to define and maintain the assessment basis and assessment guideline for the issue of quality declarations. It will advise SKG-IKOB, on request or otherwise, about the operation of the certification/inspection/attestation system in the most general sense of the word.

2.2.2 The following advice from the (J)(C)CoE is binding for SKG-IKOB:

- advice/proposals concerning the content of or changes to the assessment basis/assessment guideline;
- advice for improving the operation of the certification/inspection/attestation system;
- advice for changing the frequency of inspections and assessments;
- advice concerning the instructions for the use of and the meaning of the quality declaration and trademarks.

2.2.3 Advice, whether binding or otherwise, is given by the (J)(C)CoE to the board of SKG-IKOB. If binding advice is ignored by the board of SKG-IKOB, the result will be that SKG-IKOB can no longer implement the scheme.

2.2.4 Monitoring the functioning of the certification programmes in the designated field of work, among other things by judging the operation of the programmes, partly on the basis of the technical annual report produced by SKG –IKOB, in which the relevant (statistical) data for this assessment is collected. This includes:

- Providing an evaluation of the sanctions policy followed and giving advice on this.
- Providing an evaluation of the policy followed in relation to the processing and handling of complaints and giving advice on this.

2.2.5 Giving binding or non-binding advice concerning the interpretation of the Regulations or parts of the Regulations insofar as this relates to the field of work and/or insofar as this is important for the good operation of the certification/inspection/attestation programmes covered by the (J)(C)CoE. This taking into account the relevant statutory provisions.

2.2.6 Specifying the choice of the type of certification/inspection/attestation programme, the certification/attestation modules and the visiting and/or inspection frequencies to be followed by SKG-IKOB per certification/attestation scheme, specified separately for the various combinations of attestation and certification.

2.2.7 Providing an evaluation of the correctness and reliability of the information as issued by SKG-IKOB to (potential) contracting parties of SKG-IKOB and to the clients and/or interested parties, and giving SKG-IKOB advice on this.

2.3 Composition and working methods of (J)(C)CoE

2.3.1 SKG-IKOB will ensure that the composition of the (J)(C)CoE shows the best possible reflection of the sectors that have an interest in the certificate, including experts from the circles of government bodies, customers, contractors, materials experts and consumers.

2.3.2 The individual members must be able to satisfactorily represent the parties mentioned in article 2.3.1.

2.3.3 The management of SKG-IKOB appoints an independent chair. A deputy chair is chosen by the (J)(C)CoE from among its members. The secretarial tasks will be carried out by SKG-IKOB / an officer of SKG-IKOB designated for this purpose. The secretary is not a member of the council.

2.3.4 The members of the (J)(C)CoE are appointed for a period of four years by the management of SKG-IKOB. Reappointment is possible. The maximum number of members of the Council of Experts is 21 (including the chair).

2.3.5 Each (J)(C)CoE can put forward candidate members and advise the management of SKG-IKOB about appointments to fill vacancies. Vacancies will be decided in consultation with the certification manager who acts in this respect as advisor to the (J)(C)CoE concerned.

- 2.3.6 For advising a (J)(C)CoE with respect to the certification/inspection/attestation scheme and for monitoring the integrity of the certification/inspection/attestation policy desired by SKG-IKOB, SKG-IKOB will ensure the existence of sufficient expertise, for the purpose of which the appointed certification manager can attend the meetings of the CoEs at any time as advisor.
- 2.3.7 The (J)(C)CoE will meet as often as necessary, but in any event once a year. The council takes decisions by majority of votes. In the case of a tie, the chair or deputy chair's decision is final.
- 2.3.8 The (J)(C)CoE will record what has been discussed in meetings in a report. The report will be distributed to all members of the (J)(C)CoE, the certification manager concerned, the management and the other personnel members for whom the report is relevant for carrying out their work.
- 2.3.9 For decisions relating to binding recommendations to be taken, a quorum of at least 50% of the number of members is required; if the quorum is not present during a meeting, the chair can decide to present the proposed (binding) recommendations to the members in writing. In this situation, no quorum is required. The members of the (J)(C)CoE must respond within 20 days. If they have not responded within this period, they will be considered to have abstained from voting. The decisions proposed in writing for the issue of recommendations will be taken by a majority of votes, just as for other recommendations.
- If the required quorum is not present, the minutes of the meeting in which binding recommendations are proposed will not be approved at the next meeting. In the following meeting, the minutes in question can be approved by the members then present, even if there is still no quorum present.
- 2.3.10 Each (J)(C)CoE can draw up its own Standing Regulations for its operation if desired. The provisions of such regulations may not conflict with the provisions in the constitution of SKG-IKOB, the General Conditions, these Regulations or the applicable accreditation criteria or the criteria specified for recognition of the certification/attestation scheme by an external body such as an Independent Administrative Body (IAB).
- 2.3.11 If desired, the (J)(C)CoE can set up one or more technical or other committees. A committee consists of at least three and no more than five persons and carries out further studies on the instructions of the (J)(C)CoE into subjects that are relevant for the operation of the certification/attestation system. The task description and working procedure will be specified by the (J)(C)CoE on an ad-hoc basis. The committee will report to the (J)(C)CoE and will work in accordance with the provisions of article 2 and articles 12.2.3 and 12.2.4 of these Regulations.

3. Committee for Safeguarding Impartiality (CSI)

3.1 General Description

- 3.1.1 SKG-IKOB has a CSI. This Committee is set up by the management of SKG-IKOB
- 3.1.2 SKG-IKOB will ensure that the composition of the CSI shows the best possible reflection of the parties that have an interest in impartial and independent implementation by SKG-IKOB of the certification and attestation activities, and activities related to these. Each individual member must represent a particular interest.

3.2 Tasks and powers

3.2.1 The CSI has the following tasks:

- Ensuring the impartiality and independence of all certification and attestation activities, including those certification and attestation activities that are contracted out.
- Preventing policy changes that pose a threat to the impartiality and independence of the certification and attestation activities.
- Advising the management, on request or otherwise, on issues relating to the confidence in certification and attestation and any threats to this that may exist.
- Carrying out a review at least once a year (or having this done) of the impartiality and independence of the audit, certification, attestation and decision-making processes of SKG-IKOB.
- Ensuring that the composition of the CSI and the interests of the participating parties are kept in balance.
- Monitoring commercial, financial or other considerations and ensuring that these do not form a risk to the impartial and objective carrying out of certification and attestation activities.
- Monitoring the risks that could pose a threat to the impartiality and independence of the organisation.
- Monitoring the risks of conflicting interests that could pose a threat to the impartiality of the organisation.
- Monitoring threats to the impartiality and independence that may arise from relationships with customers.
- Supporting the management in relation to the policy concerning the safeguarding of independence and impartiality.

3.2.2 The CSI has the following powers:

- To give reasoned, realistic and practically feasible advice on how to carry out the certification and attestation activities in the broadest sense of the word in the fields of work of the organisation impartially and independently.
- To take independent action in relation to bodies connected to the activities of SKG-IKOB (e.g. informing the Dutch Accreditation Council) if the management of SKG-IKOB refuses to implement or follow the advice, this within the boundaries of data confidentiality.
- To demand free access to the files of SKG-IKOB in relation to its tasks.
- To approve or reject the annual management statement concerning impartiality and independence and the documents on which this is based.
- Access to the management reviews and internal audits of SKG-IKOB.
- To give advice on its own composition and the appointment of new members.

3.3 Composition and working methods

3.3.1 The SKG-IKOB board determines the composition of the CSI and hears the CSI, taking into account the provisions of articles 3.1.2 and 3.2.2. The CSI must at least consist of persons representing the interests of the customer groups of the separate units existing within SKG-IKOB for certification and attestation.

3.3.2 The composition must be such that the interests of the participants are balanced and no single interest can be dominant within the CSI.

3.3.3 The CSI is chaired by an independent chair, appointed by the management of SKG-IKOB. The CSI appoints a deputy chair from among its members.

3.3.4 The management of SKG-IKOB acts as secretary. The secretary is not a member of the committee. The management is authorised to designate a personnel member as acting secretary where necessary.

3.3.5 The members of the CSI are appointed for a period of four years by the management of SKG-IKOB. Reappointment is possible. The maximum number of members of the CSI is 13 (including the chair).

3.3.6 The CSI will meet as often as necessary, but in any event once a year. The CSI aims to carry out the decision making process on the basis of consensus. If there is no consensus, decisions will be taken by majority of votes. In the case of a tie, the chair or deputy chair's decision is final.

For decisions relating to binding recommendations to be taken, a quorum of at least 50% of the number of members is required; if the quorum is not present during a meeting, the chair can decide to present the proposed (binding) recommendations to the members in writing. In this situation, no quorum is required. Decisions to issue recommendations are taken by majority of votes. The members of the CSI must respond within 20 days. If they have not responded within this period, they will be considered to have abstained from voting.

If the required quorum is not present, then the minutes, which cannot be approved, can be approved during the following meeting by the members then attending, even if there is still no quorum present.

3.3.7 In occasional situations, the CSI can take decisions in writing in accordance with the provisions in paragraphs two and three of article 3.3.6. Decisions in writing will always be included on the agenda of the first regular meeting of the CSI.

3.3.8 The CSI will record what has been discussed in meetings in a report. The report must be drawn up immediately after the meeting and distributed to all CSI members.

3.3.9 The CSI can draw up its own Standing Regulations for its operation if desired. The provisions of such regulations may not conflict with the provisions in the constitution of SKG-IKOB, the General Conditions, these Regulations or the applicable accreditation bases or the principles specified for recognition of the certification/attestation scheme by an external body such as an Independent Administrative Body (IAB).

3.3.10 If desired, the CSI can set up one or more Advisory Committees. An Advisory Committee consists of at least three and no more than five persons and carries out further studies on the instructions of the CSI into subjects that are relevant for the operation of the certification system. The task description and working procedures will be specified by the CSI on an ad-hoc basis. The Advisory Committee reports to the CSI.

Members of the Advisory Committee who are not members of the CSI will be proposed by the CSI in question and appointed by the management.

3.4 Competencies of CSI members

3.4.1 The members of the CSI should:

- Have an affinity with at least one of the fields of work of SKG-IKOB.
- Be familiar with (the importance of) the certification/inspection and attestation activities of the organisation (SKG-IKOB).
- Be familiar with the importance of an impartial, independent carrying out of the activities of organisations, and of SKG-IKOB in particular.

4. Council of Appeal (CoA)

4.1 General Description

- 4.1.1 SKG-IKOB has a Council of Appeal (CoA). This Council is set up by the management of SKG-IKOB. The management can form the CoA once the CoA should be called together for the first time.
- 4.1.2 An appeal can be made to the Council of Appeal in relation to all conflicts connected to the implementation of these Regulations and/or arising from decisions and measures taken by or because of SKG-IKOB, after a verdict in connection with the complaints procedure that has been followed, as described in article 8 of these Regulations.
- 4.1.3 The members of the Council of Appeal are appointed per instance / appeal case.

4.2 Tasks and powers

- 4.2.1 The task of the Council of Appeal is to give an independent judgement concerning a verdict by SKG-IKOB that is disputed by a complainant under the appeal and objection procedure as described in article 8 of these regulations
- 4.2.2 Judgements or verdicts given by the Council of Appeal are binding for SKG-IKOB, unless the complainant decides to start a legal procedure after all as a result of the verdict.
- 4.2.3 The CoA cannot pass judgement in relation to disputes in which SKG-IKOB is involved or has been involved and which have been brought before the court or with respect to which an independent court has pronounced a verdict.
- 4.2.4 The CoA has the right to hear witnesses independently and to consult experts. It is also authorised to take any actions and measures that it considers necessary in the interests of reaching a good verdict. It is compulsory for both SKG-IKOB and the complainant to be heard during the hearing.
- 4.2.5 SKG-IKOB, its personnel and external experts called in by SKG-IKOB are obliged at all times to provide the CoA with the necessary information and data on request.

4.3 Composition and working methods

- 4.3.1 The Council of Appeal consists, for each appeal to be heard, of at least three members, one of whom acts as chair. The chair must be a qualified lawyer (LLM equivalent). SKG-IKOB will provide a secretary for the Council of Appeal. The secretary will be sufficiently knowledgeable and will preferably be a qualified lawyer (LLM equivalent). The secretary is not a member of the CoA.
- 4.3.2 The members of the Council of Appeal may not be employed by SKG-IKOB, or have any business interest in SKG-IKOB. Members of the SKG-IKOB bodies mentioned in these Regulations or of the organisations represented in these bodies may not serve as members of the Council of Appeal unless the appeal does not relate to their organisation or members affiliated to this.
- 4.3.3 As soon as there appears to be any conflict between the interests of any member of the Council of Appeal and those of the complainant, this member will withdraw for the duration of the procedure concerned. In this case a replacement member will be appointed.
- 4.3.4 The appeal must be submitted within thirty calendar days of the date of the disputed SKG-IKOB decision or measure. Within this period, the secretary of the Council of Appeal must receive the appeal in writing with supporting arguments by registered post. Failure to meet this condition will render the claim inadmissible. The submitted appeal does not lead to suspension of the decision.
- 4.3.5 As soon as the secretary has received the appeal, he will immediately inform the chair, provided the appeal is admissible under the provisions of articles 4.2.3 and 4.3.4.

- 4.3.6 The complainant whose appeal is admissible will pay a deposit, to be decided by the Council of Appeal, within thirty days, from which any costs owing by the complainant in relation to the appeal will be deducted. Until this deposit has been paid, the appeal will not be handled. If the period specified in this clause has been exceeded, the appeal is no longer admissible.
- 4.3.7 Handling of the appeal takes place at a hearing of the Council of Appeal. Place and date will be decided by the chair as soon as possible after he has been informed by the secretary about the receipt of the appeal. The chair will inform the secretary of the place and date. The secretary will inform the other members of the Council, SKG-IKOB and the complainant as quickly as possible, but in any event 14 calendar days before the hearing date in question.
- 4.3.8 Both the complainant and SKG-IKOB have the right to submit statements no later than five days before the hearing. During the hearing, they are entitled to make use of a legal advisor.
- 4.3.9 Both the complainant and SKG-IKOB have the right to bring forward witnesses at the hearing. The names and addresses of these witnesses must be made known in writing to the Council of Appeal and SKG-IKOB or the complainant no later than five calendar days before the hearing.
- 4.3.10 The members of the Council of Appeal are obliged to maintain confidentiality concerning everything they find out in this capacity relating to the personal and business circumstances of those involved.
- 4.3.11 The Council of Appeal will reach a judgement on the basis of fairness and reasonableness, without prejudice to the provisions of these Regulations. It will decide by majority of votes and will inform the parties of its verdict in writing and with reasoning within 30 calendar days of the day of the hearing.
- 4.3.12 In its verdict, the Council of Appeal also establishes what the costs of the proceedings are and which of the parties is to bear these costs, fully or in part. A sentence can also be imposed for the payment of the cost of legal assistance.
- 4.3.13 Insofar as the complainant is sentenced to bear the cost of the proceedings fully or in part under the provisions of clause 4.3.12 of this article, these costs will be deducted from the deposit previously made by the complainant. Any remainder will be transferred back within 14 calendar days of the receipt of the verdict. If the deposit proves insufficient to cover the imposed costs, the complainant must pay SKG-IKOB the sum still owing, again within 14 calendar days of the receipt of the verdict.
- 4.3.14 If SKG-IKOB is affiliated for a particular scheme to the Geschillencommissie (Arbitration Board) in The Hague or an arbitration board for the certification and attestation sector, then this board will act instead of the CoA.

5. Confidentiality and/or independence

- 5.1 SKG-IKOB is obliged to ensure that its officers maintain confidentiality and/or independence towards third parties concerning all specific company-related information which they come to know as a result of carrying out their certification or attestation activities.
- 5.2 If external experts are called in or tasks are contracted out to third parties, they will sign a declaration ensuring confidentiality and /or independence as stated in article 5.1, without altering the provisions of the General Conditions
- 5.3 If pressure is exerted by or on behalf of the certificate holder or applicant such that the confidentiality, independence and integrity of SKG-IKOB is threatened, this will be classified as a very serious violation on the basis of which it is compulsory for SKG-IKOB to impose sanctions (see article 16). The external or other officers of SKG-IKOB, or the organisation to which activities have been contracted out, are obliged to report this immediately.

6. The quality declarations

- 6.1 After all the obligations laid down in these Regulations have been met, a quality declaration will be issued in accordance with the model as included in the relevant assessment basis or assessment guideline. Any instructions from the relevant (J)(C) Council of Experts as described in articles 2.2.5 and 2.2.7 of these Regulations will be taken into account.
- 6.2 The period of validity of process, product, management or other system and personal certificates is in principle a maximum of five years, unless the assessment basis prescribes a different period.
- 6.3 The validity of the certificates and approvals mentioned in article 6.2. lapses if changes are made to the product, process, management system and/or the assessment basis, unless further investigation by SKG-IKOB shows that the changes have no consequences for the quality declaration issued and/or the (J)(C)CoE has defined a transition period. The certificate then lapses at the end of this transition period.
- 6.4 The validity of the certificates and approvals mentioned in article 6.2. also lapses if the certification and/or attestation agreement is broken or the relevant sanction described in article 16 of these Regulations is imposed.
- 6.5 Inspection certificates are in principle valid for an unspecified period. They automatically lose their validity if changes are made to the product.
- 6.6 The certificate holder is obliged to ensure that every customer can be provided with a copy of the quality declaration on request. The certificate holder is also obliged to make efforts to ensure that a copy of the quality declaration concerned is available at the location where the certified or attested products are processed. Where relevant, instructions for the application and use of the product concerned are specified in an attachment to the quality declaration. This attachment should be included with the quality declaration on request.

7. Use of quality declaration and trademarks

- 7.1 After certification, inspection and/or attestation, the certificate holder may make use of the quality declaration and trademarks used by SKG-IKOB, insofar as these apply to the quality declarations.
- 7.2 When using a trademark, the certificate holder is obliged to use the trademark in accordance with the current "SKG-IKOB Certificatie Standing Regulations for Trademark Use" which form an inseparable and compulsory appendix to these Regulations (Appendix 1). Changes in the trademark use are only permitted after consultation with and with written permission from SKG-IKOB.
- 7.3. If a certificate holder must, may or wishes to make use of a trademark, linked to the certificate/approval, of an organisation with which SKG-IKOB has a (cooperation) agreement, then this trademark must always be used in relation to the specific trademark of SKG-IKOB Certificatie concerned (for example VCA Certification).
- 7.4 SKG-IKOB is obliged to combat improper use, or suspected improper use, of its quality declarations and trademarks or the trademarks of organisations with which it has an agreement, insofar as this applies to the certification, inspection and attestation activities of SKG-IKOB. It will act in this respect in accordance with the provisions of these Regulations, the "SKG-IKOB Certificatie Standing Regulations for Trademark Use" and the procedures and working instructions laid down in the Quality Handbook.
- 7.5 Actions to protect its own certificates/approvals and trademarks and those mentioned in clauses 6.2 and 6.5 against improper use by third parties are the responsibility of SKG-IKOB, on the understanding that the certificate holders entitled to use the trademark together with SKG-IKOB and/or the organisations with which SKG-IKOB has an agreement as stated in clauses 7.3 and 7.4, can instigate a claim, or that SKG-IKOB can represent their interests in demands towards third parties.
- 7.6 If quality declarations and trademarks described in this article are found to be used improperly or misleadingly by certificate/approval holders, SKG-IKOB can impose sanctions as described in article 16 of these Regulations.
- 7.7 If the certification or attestation agreement is terminated, the quality declaration and the trademark, including the corresponding facade board where relevant, may no longer be used. In the case of inspection certification, the right to use the trademark lapses automatically at the moment when changes to the product occur.
- 7.8 If after termination of the certification agreement improper or misleading use is made of the certificate or the certification mark, then legal action will be taken. The improper/misleading use will also be reported in the national and/or local media.

8. SKG-IKOB complaints procedure: complaints about certificate/approval holders or complaints about SKG-IKOB

- 8.1 The certificate holder must maintain a complaints register, in which complaints from third parties relating to issues involving the certificate are recorded.
- 8.2 The certificate holder is obliged to resolve quickly and satisfactorily any complaints from complainants about the services, products or processes supplied under the quality declaration. During the periodic inspections by SKG-IKOB, access to the further handling of the registered complaints will be requested.
- 8.3 The certificate holder is obliged to report to SKG-IKOB immediately any serious or repeated complaints from complainants about the certified/attested processes, products and/or services.
- 8.4 The certificate holder is obliged to report to SKG-IKOB immediately any legal procedures arising from complaints submitted in relation to quality declarations issued by SKG-IKOB, stating the essence of the dispute.

- 8.5 SKG-IKOB cannot pass judgement in relation to disputes mentioned in article 8.4 which have been brought before the court or with respect to which an independent court has pronounced a verdict.
- 8.6 Complaints from complainants that relate to the quality declaration of the certificate holder, which are not resolved by mutual agreement within six months of the first submission, must be reported to SKG-IKOB by the certificate holder. SKG-IKOB will instigate an investigation into this as quickly as possible. The certificate holder will give SKG-IKOB all the cooperation and information requested in connection with the investigation.
- 8.7 If certificate holder and complainant do not reach agreement in connection with a complaint about a process, product, approval and/or service supplied with SKG-IKOB quality declaration, SKG-IKOB will instigate an investigation into the nature and cause of the observed deficiencies if the provisions of 8.5 do not apply.
- 8.8 SKG-IKOB will charge the cost of the investigation to the complainant or certificate/approval holder on the basis of the party found to be in error, unless certificate holder or complainant agree on a different mutual distribution.
- 8.9 SKG-IKOB will pronounce a verdict on the complaint. If the complaint is found to be legitimate, this may give SKG-IKOB reason for further consultation with the certificate holder concerning review of the internal quality assurance or quality system, intensification of the monitoring by SKG-IKOB and if necessary, the imposition of a disciplinary measure or a sanction.
- 8.10 If it appears in any way that the certificate holder has supplied products, processes and/or services with SKG-IKOB quality declaration that do not satisfy the specified requirements, the certificate holder will do everything possible in compensation to supply the agreed quality, and if necessary (when applicable) take back products, if the customer so wishes. SKG-IKOB can carry out activities to verify this, at the cost of the certificate holder.
- 8.11 SKG-IKOB will not take part in consultations about the financial consequences of defectiveness of processes, products and/or services supplied with SKG-IKOB quality declaration.

Complaints about SKG-IKOB

- 8.12 If a certificate holder or interested party disagrees with the actions taken by SKG-IKOB or its personnel, they can submit a complaint to the management. SKG-IKOB will maintain a complaints register for this purpose.
- 8.13 SKG-IKOB is obliged to investigate and resolve complaints quickly and satisfactorily, in accordance with the procedures and working instructions recorded in the quality system and quality handbook.
- 8.14 SKG-IKOB will pronounce a verdict on the complaint. If the complaint is found to be legitimate, then SKG-IKOB must ensure that the complainant is given suitable compensation and that the necessary measures to prevent similar complaints are taken. This may give SKG-IKOB reason to review the internal quality assurance or quality system, intensify internal monitoring and if necessary to impose a disciplinary measure or a sanction on its personnel.
- 8.15 If the complainant disagrees with the verdict or actions of SKG-IKOB in connection with the handling of the submitted complaint as described in article 8.12, they can submit a complaint to or transfer the complaint to the CoA. Article 4 of these Regulations will then be followed.

9. Liability

- 9.1 Supplementary to article 11 of the current General Conditions of SKG-IKOB Certificatie B.V, the following specific provisions apply to the certification, inspection and attestation activities of SKG-IKOB.
- 9.2 SKG-IKOB has no liability for any damage suffered by certificate holders and their customers arising from the implementation of a certification or attestation agreement or contract for inspection certification or linked to the termination of this agreement.
- 9.2.1 The certificate holder indemnifies SKG-IKOB against all claims from third parties in relation to defectiveness of products and/or services supplied by the certificate holder under the quality declaration.
- 9.2.2 The issue of a quality declaration never leads to discharge of or restrictions to the liability of the certificate holder towards third parties for the quality of the products and/or services supplied by the certificate holder to which the quality declaration relates.

10. Publicity

- 10.1 SKG-IKOB will maintain a complete list of all certificate holders with whom it has certification and attestation agreements or to whom inspection certificates have been issued and which management or other systems, persons, products or product groups, approvals and processes these certification and attestation agreements or inspection certificates relate to. Reports on the issue, voluntary or imposed suspension, withdrawal or termination of certificates may be published by SKG-IKOB on its own website or submitted to the press for publication.
- 10.2 SKG-IKOB will publish all currently valid quality declarations on its website in a manner that it will decide itself. If the quality declaration(s) relate to a scheme managed by an external programme manager, then these quality declarations can also be sent to the programme manager for publication, this at the discretion of SKG-IKOB.
- 10.3 Certificate holders are free to publish their entitlement to use the quality declaration and the trademark for the management or other systems, products, processes and/or services specified in the certification/attestation agreement or contract for inspection made with them, in the manner indicated by SKG-IKOB as laid down in these Regulations and appendix 1 of these Regulations.
- 10.4 Certificate holders require permission from SKG-IKOB to link SKG-IKOB to these products in any way other than publications.

11. Remuneration

- 11.1 Supplementary to article 14 of the current General Conditions of SKG-IKOB Certificatie B.V, the following specific provisions relating to remuneration apply to the certification, inspection and attestation activities of SKG-IKOB.
- 11.2 In addition to the payment of costs to be invoiced by SKG-IKOB for certification or the continuation of the certificate/approval, the certificate holder undertakes to pay compulsory dues, admission and subscription fees in accordance with the fees owing for the certification/attestation scheme and the periods prescribed for this.
- 11.3 In the case of changes to the fees, the amended fee only applies to work carried out after the amendment.
- 11.4 In the case of interim cancellation, termination, suspension or imposed suspension of the certification/attestation agreement or the certificate/approval, the certificate holder is obliged to pay the relevant compulsory dues, admission and subscription fees in full for the current period, mostly the calendar year in which the interim cancellation, termination, suspension or imposed suspension takes place.
- 11.5 In the case of interim cancellation, termination, suspension or imposed suspension of the certification/attestation agreement or the certificate/approval, the certificate holder is obliged to pay in full the remuneration arising from the activities that must be carried out by SKG-IKOB in connection with winding up the activities of the certificate holder in relation to the certification/attestation scheme concerned.
- 11.6 The remuneration, except for the compulsory dues, admission and subscription fees, will be determined by SKG-IKOB. Changes in the remuneration will be announced in writing by SKG-IKOB at least one month in advance.
- 11.7 If an application is rejected by SKG-IKOB, or withdrawn by the applicant, the costs incurred by SKG-IKOB will be deducted from the advance payments made by the applicant. For this purpose, a settlement invoice will be drawn up by SKG-IKOB, which must be settled by both parties within thirty days of receipt.

12. Certification procedure

12.1 Information package

- 12.1.1 At the request of a natural or legal person, SKG-IKOB will provide the information necessary for an application, including the main points of the acceptance and certification/inspection/attestation procedure. Publication of this information by SKG-IKOB via its website is equivalent to this.

12.2 Acceptance procedure for the application

- 12.2.1 After receipt of the fully completed and signed application form, in addition to the necessary accompanying documents, SKG-IKOB will start the acceptance procedure with the evaluation of the documents submitted.
- 12.2.2 If the application shows that there is no assessment basis, or no satisfactory assessment basis, for the subject of the application, SKG-IKOB will inform the applicant that the application cannot be taken into consideration at the present time.

- 12.2.3 If SKG-IKOB observes that the application relates to a current assessment basis but that it is on some points a different or additional interpretation of the current assessment basis, SKG-IKOB will, only if given permission by the applicant, inform the (J)(C)CoE of this and ask the (J)(C)CoE for a decision. Without the permission of the applicant, the applicant's name will not be mentioned in this.
- 12.2.4 SKG-IKOB will not take further action on the application until the (J)(C)CoE has given a verdict concerning the interpretation, in accordance with the provisions of clause 12.2.3.
- 12.2.5 If in the opinion of SKG-IKOB it appears that due to insufficient supporting information in the application, this is not yet ripe for a quality declaration, SKG-IKOB will inform the applicant within six weeks that the application will not be taken into consideration, except for the situation described in article 12.2.6.
- 12.2.6 SKG-IKOB can include with its decision the notification that the applicant will be given the opportunity to submit the necessary additional information to SKG within a period of six weeks, unless agreed otherwise. SKG-IKOB will then evaluate the application a second time and inform the applicant of its decision within an agreed period.
- 12.2.7 SKG-IKOB reserves the right not to accept the application for serious reasons. SKG-IKOB will inform the applicant of this and the reasons. The applicant can appeal against the decision of SKG-IKOB in accordance with the SKG-IKOB Complaints Procedure as laid down in article 8 clauses 8.12 to 8.16 of these Regulations and in second instance to the Council of Appeal in accordance with the provisions of article 4 of these Regulations.
- 12.2.8 SKG-IKOB will refuse applications if the applicant wishes to be and remain certified/attested simultaneously with a fellow certification/attestation institution for the same certificate/approval.
- 12.2.9 After acceptance of the application, the certification/attestation investigation will commence.

12.3 Certification/inspection/attestation procedure

- 12.3.1 SKG-IKOB will specify, in consultation with the applicant and in accordance with the provisions of the relevant assessment basis and the SKG-IKOB quality system, at least the following items:
- the date or dates of the investigation
 - a concrete programme (audit plan) and
 - time schedule
- 12.3.2 SKG-IKOB will send the applicant an advance payment invoice to completely or partially cover the expected costs. The investigation will start once the advance payment invoice has been paid by the applicant. If the applicant fails to pay the advance payment invoice, the application will be terminated.
- 12.3.3 SKG-IKOB is not permitted to give information to third parties about the application and/or the investigation, except with written permission from the applicant.
- 12.3.4 The applicant is not permitted, for as long as the investigation has not yet been concluded with a positive result, to indicate to third parties in any way that there is a link between SKG-IKOB

and the subject of the application, or to create the impression that the investigation has been concluded with a positive result, unless SKG-IKOB has given written permission for this.

- 12.3.5 Depending on the assessment basis, the investigation will consist of a documentation assessment, company assessment, admission study and audit or inspection of the service and/or product supplied.
- 12.3.6 During the assessment of the documentation, any deficiencies observed will be noted and discussed with the applicant. Depending on the nature of the deficiency, to be judged by SKG-IKOB, a supplementary company visit may be necessary. During this company visit, the observed deficiencies will be evaluated with the applicant. Deficiencies must in principle be resolved before the investigation can be continued, unless the assessment basis specifies otherwise.
- 12.3.7 Any taking of samples will take place on the premises of the applicant on the basis of conditions to be specified by SKG-IKOB, but in line with the relevant certification, inspection or attestation scheme.
- 12.3.8 Applicant will provide SKG-IKOB with all necessary information, all samples and relevant documents, such as for example the inspection plan, free of charge and without delay. These will remain the property of SKG-IKOB.
- 12.3.9 In the case of an application for an approval with product certificate, then in addition to the company visit, a test of the suitability for the use as building element will be carried out, as stated in the relevant assessment guideline.
- 12.3.10 The company assessment will be held under the responsibility of SKG-IKOB and will take place in principle while the work is being carried out, or during the continuous production of the product concerned. The applicant will give SKG-IKOB, and if necessary an/the inspector(s) of any bodies supervising SKG-IKOB in connection with the scheme, access to the company areas relevant for the certification/attestation scheme concerned. The certificate holder is responsible during the investigation for the safety of the personnel acting for SKG-IKOB and the external supervisory body.
- 12.3.12 During the company assessment, SKG-IKOB will investigate whether the assessment basis is satisfied. Any deficiencies observed must be resolved before the certification investigation can be continued, unless the assessment basis specifies otherwise. The provisions of article 14.4 also apply
- 12.3.13 In the case of serious stagnation of the investigation, the applicant should be informed of this and SKG-IKOB can terminate the application.
- 12.3.14 The applicant can withdraw the application at any time before completion, but will still be obliged to pay the costs agreed when the application was submitted.
- 12.3.15 SKG-IKOB will report to the applicant within the period(s) specified in the assessment basis after completion of the investigation. If the assessment basis does not specify any periods, SKG-IKOB will adhere to a period of 1 month.

12.3.16 While the investigation activities are being carried out, the applicant is responsible for the safety of personnel working on behalf of SKG-IKOB, unless these activities take place within SKG-IKOB locations or laboratories designated by SKG-IKOB.

12.4 Decision concerning the application and certification decision

12.4.1 An SKG-IKOB certification manager who is not involved in the investigation will make the decision on whether or not the certificate/approval will be issued for the person, the system, the service, the product or the process on the basis of the final report of the investigation and corresponding documentation. In the case of inspection certification, the inspector who carried out the inspection of the product will decide about certification of the product.

12.4.2 SKG-IKOB will inform the applicant of the decision in writing within the period(s) specified in the assessment basis after completion of the investigation. If the assessment basis does not specify any periods, SKG-IKOB will adhere to a period of one month.

12.4.3 If the decision is positive, the applicant is eligible for the quality declaration and the corresponding trademark(s) after signing the certification/attestation agreement for the use of the quality declaration and trademark(s) concerned as described in article 1.2.4. Equivalent to a certification/attestation agreement is the signed Tender/Price Quotation that includes a clause stating that after a positive decision, this will be automatically converted into a certification/attestation agreement

12.4.4 In the case of product or other certification, SKG-IKOB can link the granting of the right to use the quality declaration to the condition that the first products and/or services supplied with the quality declaration will be inspected by SKG-IKOB before delivery.

12.4.5 If the result of the certification investigation is negative, the certification manager, as described in article 12.4.1, will decide that the certificate/approval cannot be issued. In the case of inspection certification, the inspector decides that the certificate cannot be issued.

12.4.6 The applicant will be informed of this in writing, mentioning the requirements that have not been satisfied.

12.4.7 Within thirty days of the rejection of the application, the applicant can lodge an appeal against this in accordance with the provisions of articles 8 and 4.1.2 of these Regulations.

12.4.8 If an application is rejected by SKG-IKOB, or is withdrawn by the applicant, SKG-IKOB will not handle a new application until this has been accepted in accordance with the procedure described in article 12.2 and the periods specified in the relevant assessment basis and accreditation standard. If no period is specified, SKG-IKOB will adhere to a period of one year.

13. The certification agreement and the quality declaration

- 13.1 By means of a certification/attestation agreement, SKG-IKOB grants the applicant the right to make use of a quality declaration. The applicant signs this agreement in acceptance of this right. By signing the agreement, the applicant also undertakes to satisfy all obligations that he is required to satisfy as certificate/approval holder. Equivalent to a certification/attestation agreement is the Tender/Price Quotation that includes a clause stating that after a positive conclusion of the investigation, the application will be automatically converted into a certification/attestation agreement on the basis of these Regulations.
- 13.2 The certification/attestation agreement comes into effect at the moment of signing by both parties and is valid for an unspecified period unless the relevant assessment basis or accreditation standard prescribes a specific period. The notice period for termination of the certification/attestation agreement is 6 months. The notice period for termination of the quality declarations is 6 months. The notice period commences on the first day of the month following the day on which the written notice of termination is received by SKG-IKOB.
- 13.3 The agreement referred to in articles 13.1 and 13.2 is linked to a quality declaration. This has a validity of up to 5 years, unless the assessment basis prescribes a different period.
- 13.4 The periods stated in article 13.3 also apply to the use of the trademark(s) linked to the quality declaration.
- 13.5 The quality declarations and trademarks mentioned in articles 13.3 and 13.4 may only be reissued, or their use continued, after an investigation with a positive conclusion as prescribed in the assessment basis and/or accreditation standard.
- 13.6 Without prejudice to the provisions of clause 2 of this article, each party has the right to terminate the agreement and/or the quality declaration with immediate effect by registered letter, if the other party:
- Has failed to meet its obligations arising from the agreement and/or these Regulations satisfactorily or punctually and in spite of a written reminder, has still not done so within the reasonable period stated in the written reminder.
 - Has applied for suspension of payments or been declared bankrupt.
 - Is in such a condition that due to insolvency, seizure under execution of all or part of its movable and/or immovable property has taken place, if this seizure has not been lifted within one month.
- 13.7 Without prejudice to the provisions of clause 2 of this article, the agreement is terminated automatically if:
- One of the parties has applied for suspension of payments or been declared bankrupt.
 - The certified or certifying institution legally ceases to exist.
- 13.8 The certificate holder also has the right as referred to in clause 6 of this article if the assessment basis or the accreditation basis is changed in a manner unacceptable to the certificate holder. The certificate holder must make use of this right within one month of such time as he acquired knowledge of this change or could have acquired knowledge of the change.
- 13.9 Termination of the agreement means that the quality declaration issued and the permission to make use of the corresponding trademarks is withdrawn simultaneously. SKG-IKOB is obliged to make this withdrawal known to third parties by means of publication in the trade journals and/or on its internet site(s). The withdrawal will remain published until the day after the quality declaration concerned would have lapsed.
- 13.10 The durability of the certification/attestation agreement is based on the positive results of the periodic inspection reports. The continuation of the certification agreement can be at risk if changes are made to the assessment guideline and/or the product or service, and/or in the case of insufficient or irregular production.

- 13.11 If the agreement is valid for a specified period, a reissue is only possible after an investigation with a positive conclusion as prescribed in the assessment basis and/or accreditation standard.
- 13.12 The certificate holder undertakes to ensure that all products or services supplied by him with the trademark(s), as specified in the quality declaration, and which are intended for use in the Netherlands, will comply on delivery with the specifications stated in the quality declaration.
- 13.13 Certificate holders are free to publish the fact that they are entitled to use the quality declaration for the subject of certification/inspection/attestation specified in the quality declaration. The way this is done must be approved by SKG-IKOB. Certificate holders must ensure that in the case of a management system certificate, the quality declaration does not in any way indicate a link with or give the impression of a product, process, personal or inspection certificate.
- 13.14 If certificate or approval holders supply customers outside the Netherlands with products or services with corresponding trademark(s), all the conditions of the certification/attestation agreement apply to these deliveries.
- 13.15 For inspection certification, articles 6.5 and 7.7 of these regulations are referred to.

14. Inspections for the purpose of quality declaration continuation

- 14.1 SKG-IKOB will carry out inspections to monitor the continuous compliance of certificate holders with their obligations in accordance with the provisions of the assessment basis/assessment guideline and of these Regulations.
- 14.2 SKG-IKOB can introduce changes to the inspection frequency:
- if on repeated visits a number of requirements and standards for which inspections are carried out prove to be insufficiently satisfied/implemented;
 - if the assessment basis/guideline prescribed this
 - after a sanction has been imposed.
- The certificate holder will be informed in writing of changes to the inspection frequency and the financial consequences of this.
- 14.3 The certificate holder will give any cooperation necessary for the inspection including providing all necessary information required for the audits/inspections when first requested. The certificate holder will provide SKG-IKOB with all necessary documents, registrations, and if applicable samples and equipment, free of charge and when first requested. The samples processed by SKG-IKOB will remain the property of SKG-IKOB. In the case of cancellation by the applicant / certificate holder, SKG-IKOB is entitled, depending on the moment of cancellation, to charge for all or part of the costs of the planned inspection. Any additional details of this will be included in the confirmation to be sent by SKG-IKOB of the inspection to be carried out.
- 14.4 The applicant will give SKG-IKOB, and if necessary an/the inspector(s) of any bodies supervising SKG-IKOB in connection with the scheme, access to the company areas relevant for the certification/inspection/attestation scheme concerned. The certificate holder is responsible during the investigation for the safety of the personnel acting for SKG-IKOB and the external supervisory body/bodies.
- 14.5 SKG-IKOB will provide the certificate holder with a report of the inspection. If deviations in accordance with the scheme in question are identified during the inspection, effective corrective measures must be taken so that the quality declaration can be continued.

A distinction is made between critical and non-critical deviations.

These are defined as follows:

- critical deficiencies: if the fact directly influences the functioning of the quality system or directly reduces confidence in the quality declaration;
 - non-critical deficiencies: if the fact has little or no effect on the functioning of the quality system or does not directly (measurably) reduce confidence in the quality declaration for the end product.
- SKG-IKOB can also make general comments. These refer to aspects of the standard that are not implemented optimally by the certificate holder in the quality system, without the current situation leading to a formal deviation from the assessment basis/guideline.

If other terms and/or other weighting factors are used for deficiencies in assessment bases, these will be used by SKG-IKOB for the scheme(s) concerned.

The period within which deficiencies must be eliminated, whether or not in combination with an extra inspection to evaluate whether the corrective measures have been effectively implemented within the agreed period, is determined by the seriousness of the deviation and/or the provisions of the assessment basis and its sanctions policy and the principles followed by the supervisory bodies, for example accreditation standards.

- 14.6 If the assessment basis concerned mentions no periods for the elimination of any deviations observed, SKG-IKOB will adhere to the following periods:
- critical deficiencies: within one month of the completion of the investigation, the certificate holder must start the implementation an Action Plan approved by SKG-IKOB for the elimination of the deviation. Within three months of the completion of the investigation, the solution must be implemented by the certificate holder and the implementation must be approved by SKG-IKOB.
 - non-critical deficiencies: within three months of the completion of the investigation, the solution must be implemented by the certificate holder and the implementation must be approved by SKG-IKOB.
- 14.7 In the case of deviations as referred to in article 14.5, the certificate holder must demonstrate if applicable what is being done/has been done with the deviating goods and/or products and/or services.
- 14.8 Certificate holders must inform SKG-IKOB of any changes of circumstances, or intentions to change these, including changes of the senior management, the ownership structure of the certificate holder, and changes to design, production or systems to which the quality declaration relates.
- 14.9 SKG-IKOB will then decide whether an additional investigation is necessary, and will determine any conditions and costs linked to this. SKG-IKOB can suspend the certificate holder in advance and withdraw the right of the certificate holder to make use of the quality declaration with corresponding trademark(s) for the duration of the additional investigation. The imposed suspension will end once SKG-IKOB has informed the certificate holder in writing of a positive decision.
- 14.10 In relation to the decision making concerning continuation of the quality declaration, article 12.4 with the exception of clauses 3, 4 and 8 applies.

15. Suspension

- 15.1 Certificate holders have the right at all times to ask SKG-IKOB to suspend their quality declaration. The request must be made in writing by registered post.
- 15.2 At the written request of the customer, SKG-IKOB can suspend the certificate for a specified period, for example if the certificate holder has carried out no activities for the certificate or in situations in which article 14.6 applies. The suspension applies for no more than six months and can be extended once by six months.
- 15.3 The suspension will be published on the website of SKG-IKOB, mentioning that the suspension is at the request of the certificate holder.
- 15.4 The suspension can only be lifted after an additional investigation by SKG-IKOB.
- 15.5 In the case of suspension, the certificate holder will refrain from any use of the quality declaration and corresponding trademark(s) concerned. The certificate holder must also refrain from giving the impression that the certificate holder still has the right to carry out activities under the quality declaration with trademark(s).
- 15.6 In the case of infringement of clause 15.5, then article 7, particularly clauses 2 and 6, applies.
- 15.7 The suspension has no consequences for the certification/attestation agreement with the certificate holder.
- 15.8 Suspension of a certificate is published on the website of SKG-IKOB and can be published in the press, this in accordance with article 10.1 of these Regulations.

16. Sanctions

- 16.1 SKG-IKOB can, if there are sufficient reasons, decide to impose sanctions, these being:
- the issue of a written warning;
 - the suspension of the certificate holder;
 - the withdrawal of the quality declaration in combination with the termination of the certification/attestation agreement;
- 16.1.1 A written warning or imposed suspension has no consequences for the certification/attestation agreement made between SKG-IKOB and the certificate holder
- 16.2. A written warning can be given in the case of:
- a complaint about the certificate holder that is pronounced legitimate in accordance with article 4 and/or article 8, and/or
 - a single or more than one deviation observed during one or more inspections and/or repeated observation of one or more deviations, for which certificate holder fails to take or does not wish to take adequate measures for elimination within the specified periods.

A written warning can be followed by extra inspection(s) by SKG-IKOB for the evaluation of the correct implementation of the measures now taken by the certificate holder. These inspections will be at the expense of the certificate holder. A written warning can lead, if no action is taken, to a suspension or the withdrawal of the quality declaration in combination with the termination of the certification/attestation agreement by SKG-IKOB.

- 16.3 A suspension can be imposed if the certificate holder can no longer comply with the provisions of the General Conditions and/or these Regulations or with the requirements in the assessment basis/standard so that the service, product or process can no longer be supplied under certificate/approval. This refers to:
- the failure of the certificate holder to take measures in time or at all which are necessary for the withdrawal by SKG-IKOB of the written warning;
 - the situation in which the provisions of article 15.2 apply and the changes are such that the certificate holder can no longer comply with the provisions of the General Conditions and/or these Regulations or with the requirements in the assessment basis/standard so that the service, product or process can no longer be supplied under certificate/approval;
 - deviation(s) detected during investigations, for which the nature and seriousness are such that the certificate holder is with immediate effect no longer able to supply the service, product or process under certificate/approval;
 - the situation that in the opinion of SKG-IKOB, the actions or failure to act of the certificate holder represent a serious threat to the confidence in certification/attestation in general and in the scheme in question in particular.
- 16.3.1 SKG-IKOB will inform the certificate holder of the suspension immediately in writing, including the reasons, by registered post, unless this is no longer possible or socially accepted alternatives have replaced this, stating the period within which the observed deviations and circumstances must be resolved. SKG-IKOB reserves the right, if there is a safety risk and/or for the prevention of (further) damage, to inform the customer(s) of the certificate holder concerned;
- 16.3.2 A suspension is imposed for the period(s) laid down in the assessment basis concerned. If the assessment basis does not specify any period(s), the suspension will apply for a maximum of six months, and this period can be extended once by six months.
- 16.3.2 A suspension will be lifted by SKG-IKOB in writing, once it has been shown to the satisfaction of SKG-IKOB that the certificate holder concerned has taken adequate action.
- 16.3.3 The provisions of article 11 of these Regulations as well as the provisions of articles 14 and 15 of the General Conditions apply to remunerations and payments.
- 16.3.4 With respect to the use of trademarks, article 7 applies, particularly clauses 2 and 6.

16.4 SKG-IKOB can withdraw the quality declaration in the case of:

- failure to take satisfactory action within the period of the imposed suspension;
- the situation described in article 14.6 and/or 16.3 applies and cannot be eliminated within the period(s) relevant for voluntary or imposed suspension;
- deviation(s) detected during investigations, for which the nature and seriousness are such that the certificate holder is with immediate effect no longer able to supply the service, product or process under certificate/approval, and can also not be expected to be able to do this within the period(s) relevant for voluntary or imposed suspension;
- the situation that in the opinion of SKG-IKOB, the actions or failure to act of the certificate holder represent a very serious threat to the confidence in certification/attestation in general and in the scheme in question in particular.
- the certificate holder having seriously harmed the interests of SKG-IKOB.

16.4.1 If the quality declaration is withdrawn, the certification/attestation agreement is terminated automatically with immediate effect.

16.4.2 SKG-IKOB will inform the certificate holder of the withdrawal of the quality declaration and the termination of the certification/attestation agreement immediately in writing, including the reasons, by registered post, unless this is no longer possible or socially accepted alternatives have replaced this. SKG-IKOB reserves the right, if there is a safety risk and/or for the prevention of (further) damage, to inform the customer(s) of the certificate holder concerned;

16.4.3 The provisions of article 11 of these Regulations as well as the provisions of articles 14 and 15 of the General Conditions apply to remunerations and payments.

16.4.4 With respect to the use of trademarks, article 7 applies, particularly clauses 2 and 6.

16.5 The certificate holder can appeal against the decision of SKG-IKOB within 14 days of the issue of the sanctions described in article 16, in accordance with the SKG-IKOB Complaints Procedure as laid down in article 8 clauses 8.12 to 8.16 of these Regulations and in second instance to the Council of Appeal in accordance with the provisions of article 4 of these Regulations.

16.6 Imposed suspension or withdrawal of a certificate is published on the website of SKG-IKOB and can be published in the press, this in accordance with article 10.1 of these Regulations.

17. Termination of the certification/attestation agreement

- 17.1 Termination of the certification/attestation agreement can take place in the follow ways:
- by written notice by SKG-IKOB and/or the certificate holder;
 - For certification agreements for a specified period, by the passing of the end date specified in the agreement;
 - As specified in article 16.4 of these Regulations
- 17.2 On termination of the certification/attestation agreement, the quality declaration issued by SKG-IKOB becomes invalid automatically and with immediate effect.
- 17.3 Termination of the certification/attestation agreement does not relieve the certificate holder of the obligation to cooperate in full with concluding inspections and in the case of failure to cooperate satisfactorily or at all, to reimburse SKG-IKOB for any damage suffered as a result of the withdrawal of the quality declaration.
- 17.4. Notice of termination of the certification agreement can only be given, except for as described in clause 5 and article 16 clauses 3 and 4, with effect from the last day of any month and with a notice period of at least six full months, with a transition period of up to three years after registration. Notice must be given to the other party, with reasons, by registered post, mentioning the date of termination of the certification agreement.
- 17.5 If one of the parties has unmistakably acted contrary to one or more of their obligations pursuant to the certification agreement, the other party is entitled by this fact alone to terminate the certification agreement immediately.
- 17.6 Termination does not alter the existing financial obligations of certificate holder to SKG-IKOB or contracts already made with third parties. The confidentiality requirement of SKG-IKOB also remains in effect after termination.
- 17.7 In the case of changes to the assessment basis, SKG-IKOB will inform certificate holder in writing as quickly as possible of the date on which the modified assessment basis becomes binding and of the nature, scale and cost of any supplementary investigation that may be necessary. If the certificate holder is not in agreement with the changes and/or the proposed supplementary investigation, he must inform SKG-IKOB of this in writing within a period specified by SKG-IKOB. In this case, the certification agreement is terminated with effect from the date on which the modified assessment basis becomes binding for SKG-IKOB.
- 17.8 If the certificate holder accepts the changes and the result of any supplementary investigation is positive, then the modified assessment basis will become part of the certification agreement with the certificate holder with effect from the date on which it becomes binding. In that case, the certification agreement will be modified if necessary to reflect the changes. If the result of any supplementary investigation is negative, the certification agreement is terminated with effect from the date on which the modified assessment basis becomes binding.

18. Consequences for certification/inspection/attestation if the applicant/certificate holder fails to satisfy the financial obligations punctually or at all

- 18.1 If the applicant is in default of punctual payment of the cost of an investigation, SKG-IKOB can suspend the further handling of the application and/or the signing of the certification agreement or the issue of the certificate/approval. This also applies to continuation of investigations for maintaining the quality declaration.

19. Final provisions

- 19.1 These Regulations can be referred to under the name SKG-IKOB Regulations for Attestation, Certification and Inspection, which implicitly refers to the current version.
- 19.2 Changes to these Regulations will only be implemented and come into effect after announcement by SKG-IKOB in a designated publication in which the date on which the changes come into effect is given.
- 19.3 After establishment of and/or changes to these Regulations, SKG-IKOB is obliged to have incorporated the changes into its quality system within three months of establishment, and to have implemented the changes within six months for agreements for an unspecified period. Agreements with third parties that have been made for a specified period at a previous time will be respected. They do not need to be modified before the end of their validity.

20. Appendices

20.1. Appendix “SKG-IKOB Certificatie - Regulations for use of certification marks”

Standing Regulations for use of certification marks SKG-IKOB Certificatie B.V. dated 01-01-2018

Foreword

This document forms part of the certification, attestation or recognition agreement between SKG-IKOB Certificatie B.V. and the holder of the attestation, certificate or quality declaration. Subject to conditions, the holder of a certificate, attestation or quality declaration from SKG-IKOB Certificatie B.V. may make use of the SKG-IKOB Certificatie trademarks. The quality mark / logo in question will be made available at the request of the holder of a quality declaration.

SKG-IKOB Certificatie B.V.

T 088-2440100
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Street address
Poppenbouwing 56
4191 NZ Geldermalsen

Postal address:
Postbus 202
4190 CE Geldermalsen

20.1 General

20.1.1 General provisions

The holder of the quality declaration may use the trademark on stationery, brochures, website and other promotional material. Improper use of the trademark will lead to suspension or withdrawal of the quality declaration. The use of the trademark/logo must be discontinued immediately by the holder if the quality declaration becomes invalid, for any reason whatsoever.

If the above SKG-IKOB Certificatie marks are used, the company's own trademark must always be displayed on the same item of communication. The SKG-IKOB Certificatie mark may not predominate over the company's own trademark.

The logos that are used with the trademark of SKG-IKOB Certificatie may be used until 31-12-2018. After this date, only the logos as displayed on the website of SKG-IKOB Certificatie may be used.

In a number of specific situations, described in these regulations, use of the logo of SKG, trading name of SKG-IKOB Certificatie BV, is permitted

20.1.2 Logo variants of SKG-IKOB Certificatie

The most common variants of the logos for certification, recognition and attestation can be downloaded from the website of SKG-IKOB Certificatie. Two versions of these can be downloaded: the 'standard' version and a 'small' version. The standard version is the formal logo including any pictograms or other trademarks, which you can in principle display wherever this is permitted. The 'small' version is a compacter version that can be used when the logo is shown in a small space, for example on stationery.

20.1.3 Available colours

SKG-IKOB Certificatie logos are available in the following colour systems. The most common variations can be downloaded from the website of SKG-IKOB Certificatie. Colour systems that are not shown as downloads can be requested by sending an email to info@skgikob.nl.

CMYK	The CMYK colour system is used for full colour printing.
RGB	The RGB colour system is used for display on a screen (website).
PMS	The PMS or Pantone colour system is used for colour offset and screen printing.
Greyscale	The Greyscale colour system is used for black/white printing.
Mono	The Mono colour system is used for printing or stamps in 1 colour.
White	The White colour system is used for placement on coloured backgrounds and/or illustrations.
Hexadecimal	The Hexadecimal colour system is used for screen display (website) code for web designers. This code is automatically generated from an RGB colour.

20.1.4 Available file types

SKG-IKOB Certificatie logos are available in the following file types. The most common variations can be downloaded from the website of SKG-IKOB Certificatie. File types that are not shown as downloads can be requested by sending an email to info@skgikob.nl.

pdf	A pdf file is a vector-based file that can be enlarged without limit. The file has a transparent background.
ai or eps	An ai or eps file is a vector-based file for professionals. It can be enlarged without limit and can be edited with the professional graphic design program Adobe Illustrator. The file has a transparent background.
jpg	A jpg file is a pixel-based file. It can only be reduced in size and it cannot be edited. The file has a white background.
png	A png file is a pixel-based file. The file can only be reduced in size and it cannot be edited. The file has a transparent background.

20.2 Use of KOMO mark

This chapter of the regulations is intended for companies, institutions, foundations and/or persons that have an agreement with SKG-IKOB Certificatie and are in possession of a valid KOMO quality declaration.

20.2.1 General rules for certificate holders

The KOMO name and logo are registered trademarks. Infringement of trademark law is economic offence.

The following distinction is made with respect to the use of the KOMO mark:

- Rules relating to approved (attested) products and/or systems
- Rules relating to holders of a management system certificate
- Rules relating to holders of a KOMO quality declaration for a product
- Rules relating to holders of a KOMO quality declaration for a process or service

20.2.2 Rules for holders of a KOMO quality declaration for a product

A holder of a KOMO quality declaration for a product must affix the KOMO mark to the relevant products, packaging and/or documents as indicated in the quality declaration concerned.

A holder of a KOMO quality declaration for products may use the KOMO mark in public communications, such as website, advertisements and/or documentation, or state in such communications that the product in question is KOMO-certified. The relevant number of the quality declaration must also be stated. Use of the KOMO mark in relation to other public communications, such as website and/or documentation, is not permitted. If it is stated in public communications that the company is KOMO-certified, then it must be stated what the KOMO-certification relates to. A valid quality declaration is understood to mean a quality declaration that is registered as valid on the website of the KOMO Foundation.

It is also permitted to use the mark of the Dutch Accreditation Council (RvA) in documentation, on stationery and/or on the website. Using the RvA Accreditation mark on products or their packaging is not permitted. When using the RvA Accreditation mark, this must always be placed within a frame with the SKG-IKOB Certificatie mark and KOMO mark, and must include the text “PRODUCTEN RvA C 003”. The use of this combination in greyscale is also permitted.

20.2.3 Rules for holders of a KOMO approval

A certificate holder with a valid KOMO approval is not permitted to affix the KOMO mark to their products, packaging and/or documents.

A certificate holder with a valid KOMO approval is permitted to state in public communications, such as website and/or documentation, that a KOMO approval is available for the product/system in question, in which case the current approval number must be stated. Displaying the KOMO mark with this statement is not permitted. A valid approval is understood to mean an approval that is registered as valid on the website of the KOMO Foundation.

Companies that have an attestation agreement with SKG-IKOB Certificatie may also use the SKW Certificatie mark in their documentation, on stationery and/or on their website. If the SKW Certificatie mark is used, it must always be clear what type of agreement is involved. This means that the SKW Certificatie mark must always be used in combination with the KOMO mark for attestation. In this case, too, the mark may not be affixed to products.

It is also permitted to use the mark of the Dutch Accreditation Council (RvA) in documentation, on stationery and/or on the website. Using the RvA Accreditation mark on products or their packaging is not permitted. When using the RvA Accreditation mark, this must always be placed within a frame with the SKW Certificatie mark and KOMO mark, and must include the text “PRODUCTEN RvA C 003”. The use of this combination in greyscale is also permitted.

20.2.4 Rules for holders of a KOMO quality declaration for a process or service

A holder of a KOMO quality declaration for a process or service must affix the KOMO mark to the documents for which this is specified in the quality declaration. The mark must be affixed as described in the quality declaration concerned.

A holder of a KOMO quality declaration for processes or services may use the KOMO mark in communications, such as website, advertisements and/or documentation, or state in such communications that the process or service in question is KOMO-certified. This is provided the number of the quality declaration is stated and the process or service in question is specified. Use of the KOMO mark in relation to other communications is not permitted. A valid quality declaration is understood to mean a quality declaration that is registered as valid on the website of the KOMO Foundation.

20.2.5 Rules for holders of a management system certificate

A holder of a KOMO management system certificate is not permitted to affix the KOMO mark to their products, packaging and/or documents.

A holder of a valid KOMO management system certificate is permitted to state in their public communications, such as website and/or documentation, that the management system for the system in question is KOMO-certified, and the certification mark as shown on the certificate may be displayed including the relevant certificate number. A valid certificate is understood to mean a certificate that is registered as valid on the website of the KOMO Foundation.

20.3. Use of logos for management system certificates

This chapter of the regulations is intended for companies, institutions, foundations and/or persons that have an agreement with SKG-IKOB Certificatie and are in possession of a valid management system certificate.

20.3.1 General rules for certificate holders

The pictograms and names in all logos of SKG-IKOB Certificatie and its trading names are registered trademarks. Infringement of trademark law is an economic offence.

The holder of the quality declaration may use the quality mark/logo on stationery, brochures, website and other promotional material. Under no circumstances is it permitted to use a quality mark/logo in such a way that the impression is given that the products of the certificate holder are certified. Improper use of the certification mark will lead to suspension or withdrawal of the quality declaration.

The type of agreement or certification involved must always be visible. This prevents any lack of clarity for the outside world in relation to the certification of the company. To prevent lack of clarity, ISO 9001, VCA, ISO 14001 and OHSAS 18001 logos have been developed, in which the SKG-IKOB Certificatie trademark is incorporated. These logos must always be used in combination with your own trademark and may not dominate with respect to your own logo.

It is also permitted, along with the ISO 9001 or VCA logo specific to SKG-IKOB Certificatie, to use the Dutch Accreditation Council (RvA) accreditation mark on your stationery. The RvA accreditation mark must always be used together with the SKG-IKOB-specific ISO 9001 or VCA logo. For this purpose, both logos must be enclosed in a frame. In addition, the RvA accreditation mark must include the text "MGMT.SYS. RvA C063" in the manner specified. Using the RvA Accreditation mark on products or their packaging is not permitted.

20.4. Use of logos for Inspection Certificates or recognition schemes and other logos

This chapter of the regulations is intended for companies, institutions, foundations and/or persons that have an agreement with SKG-IKOB Certificatie and are in possession of a valid recognition certificate or inspection certificate.

20.4.1 General rules for certificate holders

The pictograms and names in all logos of SKG-IKOB Certificatie and its trading names are registered trademarks. Infringement of trademark law is an economic offence.

The holder of the quality declaration may use the quality mark/logo on stationery, brochures, website and other promotional material. Improper use of the quality mark will lead to suspension or



withdrawal of the quality declaration. In the case of inspection certificates, the logo may only be used in a direct relationship with the product that is certified.

The type of agreement or certification involved must always be visible. This prevents any lack of clarity for the outside world in relation to the certification of the company. To prevent lack of clarity, logos have been developed, in which the SKG-IKOB Certificatie trademark mark is incorporated. These logos must always be used in combination with your own trademark and may not dominate with respect to your own logo.

20.5 Special provisions

20.5.1 Wrongful use

Any wrongful use of SKG-IKOB Certificatie or Dutch Accreditation Council (RvA) marks is not permitted. This means that these marks may not be carried if no agreement exists with SKG-IKOB Certificatie. As soon as an agreement is terminated or loses its validity for any reason whatsoever, any use of the marks by the (ex)-holder of the agreement must be discontinued immediately. Infringement is liable to a fine of up to € 20,000.00 per instance and € 500.00 per day if the infringement continues. Use of the SKG-IKOB Certificatie marks in other communications or in advertisements may not generate the impression that any monitoring of quality by SKG-IKOB Certificatie takes place if this is not the case. Improper use of the SKG-IKOB Certificatie marks can lead to suspension or withdrawal of the quality declaration. Without written permission from SKG-IKOB Certificatie, any use of SKG-IKOB Certificatie marks other than as described in these instructions is not permitted.

20.5.2 Identification of products processed or marketed under an SKG-IKOB Certificatie KOMO approval

This article applies to approvals issued on the basis of the following assessment guidelines (BRLs): 0105, 0703, 0709, 0824, 2701, 2705, 3104, 3241, 3301, 4101, 4107, 4108, 4109, 5701.

The products that are processed or marketed under an SKG-IKOB KOMO approval must be provided with identification. The example below shows what information this identification must in any event include.

<i>Logo of approval holder</i>	<i>General information</i>	<i>Class designation (optional)</i>
	Name of approval holder	
	SKG-IKOB xxxx.xxxx	
	Product type	

The highlighted components must always be included in the identification. The logo of the approval holder, the product type and the class designation are optional. The SKG-IKOB KOMO approval includes an example showing what the identification must look like and what components it must include. This may vary per type of approval.

Remark:

Specifically with respect to products that are put on the market under an SKG-IKOB KOMO approval for burglar resistance, the following applies:

If the product is put on the market by a company that also possesses an SKG-IKOB KOMO approval-with-product certificate, the product may also display the class designation in the form of the SKG-house pictogram showing the burglar resistance class.

EXAMPLE OF PRODUCT IDENTIFICATION

The illustration below gives an example of the identification for a product that is processed or marketed under a KOMO approval.

Company logo	Company name approval number: SKG-IKOB xxxx.xxxx
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20.5.3 Identification for SKG-IKOB Certificatie KOMO (approval-with-)product certificate

This article applies to certificates issued on the basis of the following assessment guidelines (BRLs): 0105, 0703, 0709, 0824, 2701, 2705, 3104, 3241, 3301, 4101, 4107, 4108, 4109, 5701.

In the case of an agreement for SKG-IKOB Certificatie KOMO (approval-with-)product certification, the packaging or the products produced under the SKG-IKOB KOMO (approval-with-)product certificate must be identified. The example below shows what information this identification must in any event include.

KOMO mark	General information	Class designation
	Name of certificate holder	
	SKG-IKOB.xxxx.xxxx	
	Product type/ article no.	

The highlighted components must always be included in the identification. The product type/ article number and the class designation are not always necessary. The SKG-IKOB KOMO (approval-with-)product certificate includes an example showing what the identification must look like, where it must be displayed and what components it must include. The background colour of the identification must be yellow.

An important part of the identification of products processed or marketed under an SKG-IKOB KOMO (approval-with-)product certificate can be the classification of the product. Depending on the characteristics of the product, it may be desirable to affix a particular class designation to the product. Characteristics for which this is desirable for the market may be, for example, burglar resistance, fire resistance and safety from injury.

For the designation of classes, SKG-IKOB Certificatie has developed a pictogram in the form of a house, in which the class can be specified by means of a number, a number of stars or a number of plus signs. The letters SKG-IKOB Certificatie indicate that the company’s production is monitored by SKG-IKOB Certificatie.

The contents of the SKG-IKOB KOMO (approval-with-)product certificate show whether the use of a particular class designation is permitted. For the class designation in the case of an agreement for product certification, SKG-IKOB Certificatie makes use of the classification indicated below.

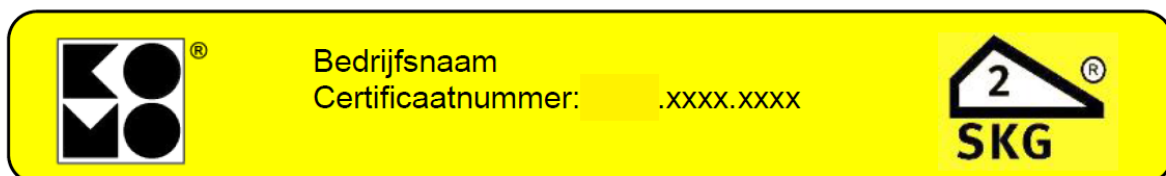
- Burglar resistance class in accordance with NEN 5096 and/or ENV 1627
(metal and plastics)
Depending on the class, the number will vary.
- Burglar resistance of glazing in accordance with SKG-KE 3103
Depending on the class, the number of stars will vary.
- Safety from injury of glazing in accordance with SKG-KE 3103
*Depending on the safety from injury, the
“+” may change into a class in accordance with EN 356.*
- Burglar resistance of panels in accordance with SKG-KE 3103
Depending on the class, the number of stars will vary.

On door and window hardware, an indelible identification is affixed to the product. This is stamped into the metal, for example. An example of this indelible identification is shown below.

- Burglar resistance of door and window hardware in accordance with BRL 3104
Depending on the class, the number of stars will vary.

Example of product identification

In the illustration below, an example is given of how a product produced under an SKG-IKOB KOMO (approval-met-)product certificate can be identified. Every SKG-IKOB KOMO (approval-with-)product certificate issued includes an example of this identification.



20.5.4 Conformity certificate on the basis of a harmonised standard in the context of CE-marking

If a company holds a Conformity certificate on the basis of an agreement with SKG, it may use the number of SKG-IKOB as Notified Body. This number is 0957 or 0960 and is also regarded, in the context of CE-marking, as a mark of SKG-IKOB Certificatie. The number may be used on CE documents and other product identifications in the manner described in Annex ZA of the relevant hEN in the context of CE-marking. In addition, the number 0957 or 0960 may be used in other advertising communications in combination with the letters SKG-IKOB Certificatie.