
MANAGEMENT SYSTEM CERTIFICATION AGREEMENT

**Section IV - Maintaining and using Certificate of Compliance****1 Maintaining the Certificate of Conformity**

- 1.1 Customer must at all times ensure that the requirements of Management System Certification Scheme(s) are complied with, hereunder take necessary action in accordance with reported non-conformities, observations, improvement opportunities and noteworthy efforts.
- 1.2 Customer must undergo all scheduled audits and visits.
- 1.3 Customer must report all changes in Customer's operations and management systems (hereunder changes in organisation, ownership, new products and Services, location, number of employees, major incidents etc.), which may reasonably be considered to have an effect of the Certificate of Conformity, to DNV within a reasonable time and preferably before execution of such change.
- 1.4 Customer must comply with the Agreement.

2 Suspension or withdrawal of the Certificate of Conformity

- 2.1 Failure by Customer to meet the requirements for maintaining the Certificate of Conformity in clause 1 above or the Agreement may result in suspension or withdrawal of the Certificate of Conformity by DNV.
- 2.2 The Certificate of Conformity may be suspended if;
 - a) Customer fails to comply with the agreed time schedule and assessment plan or;
 - b) corrective actions to identified non-conformities are not implemented within the set time limit or;
 - c) Customer fails to pay the fees due, upon written notice from DNV.
- 2.3 The Certificate of Conformity may be withdrawn with immediate effect if;
 - a) inadequate measures are taken by Customer after suspension and subsequent notice of withdrawal by DNV;
 - b) material breach of the Agreement or;
 - c) infringement of DNV's property rights in any way or;
 - d) Customer does not pay due fees after prior suspension for the same cause, always provided that in case of disputed amounts the Certificate of Conformity will not be withdrawn until a final legal resolution has been reached in favour of DNV and Customer fails to pay the fees awarded within the time limit set by the court.

3 Using the Certification Mark

- 3.1 Customer may only use the Certification Mark (where the DNV logo is embedded) corresponding to the Management System Certification Scheme the Services are based on.
- 3.2 Customer may only use a Certification Mark, provided he holds a valid Certificate of Conformity. Equally the Certification Mark must only be used by the unit or part of Customer, which has undergone the Services.
- 3.3 The Certification Mark may be shown on Customer's letters and other public relations material.
- 3.4 The Certification Mark must not be used in any way to create an assumption that it is a product Certification Mark or that a product has been certified. Accordingly the Certification Mark must not be shown on or in connection with products, samples of products or test certificates for products.
- 3.5 The Certification Mark must only be shown in standard size and design. Standard size and design may be obtained from DNV on request. The Certification Mark must never be shown as larger than Customer's own logo, but the Certification Mark must always be shown in its entirety.
- 3.6 Customer will consult with DNV in respect of use of the Certification Mark