

**REGULATIONS ON SKG-IKOB DECLARATIONS OF CONFORMITY
(ALSO KNOWN AS: REGULATIONS FOR ATTESTATION,
CERTIFICATION AND INSPECTION OF SKG-IKOB CERTIFICATIE B.V.)**

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FOREWORD

SKG-IKOB Certificatie B.V. (SKG-IKOB) aims to promote quality assurance in a general sense in the construction industry and the built environment, housing and healthcare sectors. It does this in various ways, including but not limited to issuing Declarations of Conformity for the following amongst other things:

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

to individuals and organisations that operate in these sectors and also carrying out inspections in them.

These Regulations set out the SKG-IKOB procedure for Attestation, Certification and Inspection, as well as further agreements in this regard. These Regulations supplement the SKG-IKOB General Terms and Conditions in relation to these services.

SKG-IKOB applies the following principles in its activities:

- Complete impartiality. This is monitored by the Committee for Safeguarding Impartiality;
- Independent decision-making on the awarding, suspension and withdrawal of Attestations and Certificates;
- The expertise of SKG-IKOB employees and any external individuals or organisations it might engage;
- Input and involvement of stakeholder groups in regulations via (Joint) Committees of Expertise and Advisory Boards, amongst others.

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Artikel 1 Definitions

1.1. The terms written with initial capital letters in these Regulations have the following meanings:

General Terms and Conditions	the SKG-IKOB general terms and conditions
Article	an article from these Regulations
Assessment Basis	the basis used to assess whether a Declaration of Conformity can be issued, as set out, for example, in assessment guidelines, quality requirements, harmonised (product) standards (such as (N)EN standards) or other assessment bases (established by a (J)CoE)
Council of Appeal	the council that SKG-IKOB has created to hear appeals against SKG-IKOB decisions
Declaration of Conformity	a document issued by SKG-IKOB (such as an attestation or certificate) stating that the Product meets all the applicable conditions, including those set out in the Assessment Basis
Inspection	the inspection to determine whether a Declaration of Conformity can be issued
(J)(C)CoE	(Joint) (Central) Council of Experts; a council that SKG-IKOB or a third party creates to determine and manage the Assessment Basis
Marks	the SKG-IKOB marks that the Client is authorised to use in connection with the Declaration of Conformity
Client	the party to which SKG-IKOB issues a cost estimate and/or with which it enters into an Agreement
Agreement	the agreement between SKG-IKOB and the Client for the provision of Services, as elaborated on in the General Terms and Conditions
Parties	SKG-IKOB and the Client jointly
Regulations	these regulations governing Declarations of Conformity
Sanction	a measure that SKG-IKOB imposes on the Client, as elaborated on in Artikel 12
Written/in Writing	notification by post, email or via the SKG-IKOB client portal
SKG-IKOB	SKG-IKOB Certificatie B.V., registered in the business register of the Chamber of Commerce under number 24164317
Conditions	the conditions imposed on the Product in connection with (the issue or continuation of) the Declaration of Conformity, including those set out in the Assessment Basis

Product the product to which the Declaration of Conformity relates, such as a product, service, system or process

- 1.2. Terms written with an initial capital letter but not defined in this article will have the meaning assigned to them in Article 1 of the General Terms and Conditions.

Artikel 2 **General**

- 2.1. These Regulations apply to all Services relating to (the issue and continuation of) Declarations of Conformity, unless SKG-IKOB has specified in Writing that different rules or regulations apply.
- 2.2. These Regulations do not apply to test or trial reports.
- 2.3. These Regulations supplement the General Terms and Conditions of SKG-IKOB. In the event of any inconsistencies between these Regulations and the General Terms and Conditions, the provisions of the General Terms and Conditions will prevail.
- 2.4. Natural persons and legal entities that are directly or indirectly affiliated with SKG-IKOB and involved in any way in the performance of an Agreement may also rely on the provisions of these Regulations. This provision is an irrevocable third-party clause for the benefit of persons affiliated with SKG-IKOB.
- 2.5. SKG-IKOB may amend these Regulations. Any amendments will enter into force 30 days after the date on which the Client is informed of the new Regulations, unless the notification specifies a later date. The Client will not object to reasonable changes.
- 2.6. If these Regulations are translated and there is an inconsistency between the various language versions, the provisions of the Dutch version will prevail.
- 2.7. When the acceptance procedure described in Article 3 or the investigation procedure described in Article 4 ends, notice will also be given to terminate the (relevant part of the) Agreement with effect from the termination date. If the Declaration of Conformity ceases to be valid for any reason, the Agreement will also be terminated by giving notice taking effect on the date on which the Declaration of Conformity expires. This will not affect the obligation of the Client to pay in full all amounts owed to SKG-IKOB, including those specified in the Quotation.

Artikel 3 **Acceptance procedure**

- 3.1. SKG-IKOB will initiate an acceptance procedure upon receipt of an application from the Client for a Declaration of Conformity and as soon as an Agreement has been concluded with the Client. The purpose of this procedure is to assess whether SKG-IKOB is able to process the application.
- 3.2. If SKG-IKOB determines that the application relates to a different or additional interpretation of the relevant Assessment Basis, SKG-IKOB may inform the relevant parties (such as the relevant (J)(C)CoE or the sector groups within the framework of the Declarations of Conformity for the CE marking in relation to the harmonised product standards) and request a decision. SKG-IKOB will only do this with the consent of the Client. SKG-IKOB will also only mention the name of the Client with the consent of the Client. SKG-

IKOB will not proceed with the application until the (J)(C)CoE has issued a ruling on the interpretation.

- 3.3. During the acceptance procedure, SKG-IKOB may ask the Client to provide it with additional information and documents within a period of six weeks (unless SKG-IKOB informs the Client of a different period of time in Writing).
- 3.4. If SKG-IKOB is of the opinion that it is unable to process the application – in situations including those in which certain information or documents have not been submitted (on time) or where the application is not ready for a Declaration of Conformity (yet) - SKG-IKOB will endeavour to notify the Client of this in Writing within six weeks. This will result in the automatic termination of the acceptance procedure.
- 3.5. SKG-IKOB reserves the right not to accept an application or to terminate it in the interim for reasons of its own. For example, if the Client already holds a certificate of conformity from another body for the same Product and/or for the same organisational (unit) and wishes to retain it. SKG-IKOB will inform the Client of this, stating the reasons in question.

Artikel 4 **Investigation carried out in connection with the Declaration of Conformity**

- 4.1. Once the acceptance procedure described in Article 3 has been completed, the investigation phase will commence. If SKG-IKOB has sent an advance payment invoice, SKG-IKOB will start the investigation as soon as the invoice has been paid in full. If payment is not made (on time), the investigation will be terminated.
- 4.2. In consultation with the Client and subject to the provisions of the relevant Conditions, SKG-IKOB will determine the following, amongst other things:
 - a. The specifics of the investigation (such as a documentation assessment, company assessment, admission study, audit or inspection);
 - b. The date or dates on which the investigation is to take place;
 - c. A detailed programme / audit plan; and
 - d. The schedule.
- 4.3. SKG-IKOB may take samples as part of the conformity assessment.
- 4.4. If SKG-IKOB identifies a deviation during the investigation, it will discuss it with the Client. The investigation may only continue after all such deviations have been rectified, unless the Assessment Basis states otherwise.
- 4.5. At its own discretion, SKG-IKOB may decide that a (further) visit to the company of the Client is necessary. For example, if it identifies a deviation. The Client must also ensure that someone is present with whom the findings can be discussed.
- 4.6. SKG-IKOB will notify the Client in the event of a serious stagnation of the investigation. This may constitute grounds for SKG-IKOB to terminate the investigation.
- 4.7. The Client may decide to withdraw its application or terminate the investigation at any time.

Artikel 5 **The decision**

- 5.1. The decision on whether or not to issue a Declaration of Conformity will be taken by a person at SKG-IKOB who was not substantively involved in the investigation described in Artikel 4.
- 5.2. Once the investigation described in Artikel 4 has been completed, SKG-IKOB will notify the Client of its decision within the period(s) of time specified in the Assessment Basis. If the Assessment Basis does not specify a period of time, SKG-IKOB will proceed on the basis of a target period of one month.
- 5.3. In the event of the certification of a product or process, SKG-IKOB may issue the Declaration of Conformity subject to the condition that SKG-IKOB is to inspect the first Product in question prior to supply.
- 5.4. If the decision regarding the issue of a Declaration of Conformity is negative, the Client will be informed in Writing of the reasons why it cannot be issued.
- 5.5. If an application for a Declaration of Conformity is terminated without a Declaration of Conformity being issued, SKG-IKOB will only process a new application once the acceptance procedure described in Artikel 3 has been completed successfully , within the periods of time specified in the relevant Assessment Basis. If no period of time has been specified, SKG-IKOB will apply a period of one year.

Artikel 6 **Agreements regarding the Declaration of Conformity**

- 6.1. If the decision regarding the issue of a Declaration of Conformity is positive, SKG-IKOB will issue the Client a Declaration of Conformity. It will be issued in accordance with (the model of) the relevant Assessment Basis, taking into account any instructions from the relevant (J)(C)CoE.
- 6.2. SKG-IKOB may attach further (formal or administrative) conditions to the issue of the Declaration of Conformity, including the signing of a declaration.
- 6.3. If the Client supplies the Products making reference to the Declaration of Conformity and/or the Marks, it must ensure that the Products comply with the specifications of the Declaration of Conformity. The Client will not refer to the Declaration of Conformity or the Marks if the Products do not comply with them (in full).
- 6.4. The Client must provide each customer with a copy of the Declaration of Conformity in question when so requested. The Client is also obliged to ensure that a copy of the Declaration of Conformity is available at the location where the Products are processed, particularly as instructions for the application and use of the Products may be set out in an annex to the Declaration of Conformity. When so requested, the annexes must be attached to the Declaration of Conformity.
- 6.5. The Declaration of Conformity will be valid for the period of time specified in the Assessment Basis in question or by SKG-IKOB. If no duration is specified, the Declaration of Conformity will be valid for five years. Once the period in question has expired, the Declaration of Conformity will expire by operation of law and the Client may no longer rely on it.
- 6.6. Notwithstanding Article 6.5, an inspection certificate will be valid indefinitely in principle, unless SKG-IKOB has specified a different period of time.

- 6.7. The Declaration of Conformity will also remain in force for the term of the Agreement between SKG-IKOB and the Client. If the Agreement is terminated for whatever reason, the Declaration of Conformity will also be terminated automatically on the same date.
- 6.8. SKG-IKOB and the Client may both withdraw the Declaration of Conformity in Writing. The withdrawing party must terminate the Agreement in accordance with the provisions of Article 7.2 of the General Terms and Conditions.
- 6.9. The rules governing the use of the Declaration of Conformity (including those set out in these Regulations) will apply regardless of the place of business of the customer of the Client, whether in the Netherlands or elsewhere.
- 6.10. A Declaration of Conformity will expire by operation of law and may no longer be used in the following circumstances:
- a. The validity period of the Declaration of Conformity expires;
 - b. If the Contractor fails to notify SKG-IKOB within the period of time specified in Article 7.1, or if further investigation is required but the Client does not agree (in full) to the conditions or costs set out in Article 7.2;
 - c. If a change has been made to the Product and SKG-IKOB did not first successfully complete the investigation described in Article 7.2. This will apply unless a transition period has been established (for example, by a (J)(C)CoE or the European Union); in this situation, the Declaration of Conformity will expire when the transition period ends. In the case of an inspection certificate, the Declaration of Conformity will always expire if a change is made to the Product;
 - d. The investigation described in Article 7.2 shows that the Product no longer meets the Conditions; and
 - e. If, at any time (such as during an inspection as described in Artikel 9), it is established that the Product no longer complies with the Conditions and the Client fails to remedy this (on time).
- 6.11. If a Declaration of Conformity expires for whatever reason, it may only be renewed or a new Declaration of Conformity issued if the Client submits an application to this end and both the acceptance procedure described in Artikel 3 and the investigation described in Artikel 4 have been completed successfully.
- 6.12. If a Declaration of Conformity expires for whatever reason, this will not release the Client from its obligation to provide all necessary cooperation with concluding inspections when SKG-IKOB so requests. If the Client fails to cooperate (sufficiently), it will be required to reimburse SKG-IKOB for all costs and losses incurred as a result.

Artikel 7 **Changes to the Product or the Assessment Basis**

- 7.1. The Client must notify SKG-IKOB as soon as possible, but within 14 days at the latest, of any (proposed) changes to the Product that could affect the Declaration of Conformity, such as changes to the design, production, system, senior management or ownership structure.

- 7.2. Upon receipt of the notification described in Article 7.1, or in the event of a change to the Assessment Basis in question, SKG-IKOB will determine whether an investigation or further investigation is necessary. If SKG-IKOB determines that no further investigation is required, the Declaration of Conformity will remain in force without any changes. If further investigation is required, SKG-IKOB will inform the Client of the conditions under which this will take place and what the associated (further) costs will be.
- 7.3. Upon completion of the investigation described in Article 7.2, SKG-IKOB will notify the Client in Writing as to whether the change affects the Declaration of Conformity and, if so, whether the Product still meets all the Conditions specified.
- 7.4. If a change to the Product or the Assessment Basis affects the Declaration of Conformity, but SKG-IKOB determines that the Product still meets all the Conditions specified, the Declaration of Conformity will be amended if necessary, and the amended Declaration of Conformity will apply between the parties from that point onwards. If the Assessment Basis is amended, the commencement date of the amended Declaration of Conformity will be the date on which it becomes binding.
- 7.5. Prior to or during the investigation described in Article 7.2, SKG-IKOB will be entitled to impose the suspension Sanction described in Article 12.3. The suspension will end following the Written notification from SKG-IKOB described in Article 7.3.

Artikel 8 **Communication regarding the Declaration of Conformity and use of the Marks**

- 8.1. Until the investigation described in Artikel 4 has been completed successfully, the Client will not be permitted to imply that it has a Declaration of Conformity (in respect of the Product) or to use the Marks.
- 8.2. Once the investigation described in Artikel 4 has been completed successfully and the Client has a valid Declaration of Conformity, the Client may inform others of this for the duration of this Declaration of Conformity and also use the Marks, provided it does so in accordance with the rules set out in the Handbook on the Use of Marks, which is attached as **Appendix 1** to these Regulations. SKG-IKOB will grant the Client a non-exclusive licence for this purpose. The Client will provide information to others in a manner that is factually accurate in every respect and does not give rise to any misleading impression about (the nature and characteristics of) the Declaration of Conformity or the Product.
- 8.3. More specifically, in the case of a management system certificate, the Client must ensure that communications are always clear about what the certificate relates to and that the impression is never given, under no circumstances, that it is a product, process, service, personal or inspection certificate. Nor may the management system certificate be associated in any other way with the other certificates mentioned.
- 8.4. The licence described in Article 8.2 will lapse automatically as soon as the Client ceases to have a valid Declaration of Conformity (e.g. if the Declaration of Conformity is suspended or expires) for whatever reason and whether or not temporarily. The Client must cease all use of the Marks at this time. This also means that the Client must immediately remove all references to the Marks and the Declaration of Conformity, both online and offline (including all such references from its website, social media pages, brochures and facade board), and must not in any way give the impression that it has a Declaration of Conformity in respect of the Product.

- 8.5. If the Client wishes to use the Marks in a manner that is not in accordance with the Handbook on the Use of Marks or is not provided for in it, it must have obtained the prior Written consent of SKG-IKOB to do so.
- 8.6. If the Declaration of Conformity is issued (in part) in accordance with the scheme of a third party or under the mark or logo of a third party, SKG-IKOB will inform the Contractor of this in Writing. In this case, the Contractor may (also) be required to comply with the conditions imposed by the third party regarding the use of the declaration of conformity or its marks.
- 8.7. When SKG-IKOB so requests, the Client must amend its communications about the Declaration of Conformity or use of the Marks in the manner that SKG-IKOB so requires.
- 8.8. Article 9 of the General Terms and Conditions of SKG-IKOB about Intellectual Property Rights - including the measures that SKG-IKOB may take if it establishes an infringement of its intellectual property rights - applies in full to the use of the Marks.
- 8.9. If the Client breaches its obligations under this Artikel 8 , SKG-IKOB may decide to publish a correction in the media that it deems appropriate and may require the Client to circulate a correction drafted by SKG-IKOB in the manner prescribed by SKG-IKOB (such as via the homepage of the website of the Client or in a letter to the customers of the Client). SKG-IKOB may also decide to impose a Sanction as described in Artikel 12.

Artikel 9 **Inspections relating to the Declaration of Conformity**

- 9.1. Once a Declaration of Conformity has been issued, SKG-IKOB will be entitled, at any time, to carry out inspections to determine whether the Product or the Client is still in compliance with all the Conditions set out in the Declaration of Conformity.
- 9.2. During an inspection, SKG-IKOB may, amongst other things, assess whether a changes have been made to the Product, whether the Product still complies with the Assessment Basis applicable at that time (which is particularly relevant if this differs from the Assessment Basis applicable when carrying out the investigation described in Artikel 4 4) and whether production or supply is insufficient or irregular.
- 9.3. SKG-IKOB may determine that further inspections are necessary, in the following circumstances amongst others:
 - a. Where the Assessment Basis so requires;
 - b. If any of the circumstances referred to in Article 7.1 apply;
 - c. If an inspection reveals that compliance is not being achieved with all the Conditions, including a situation where the requirements and standards against which the inspection was carried out have not been applied or implemented adequately;
 - d. After a Sanction has been imposed; or
 - e. If a complaint is submitted about the Client as described in Artikel 13.
- 9.4. The Client will be notified in Writing of the decision about further inspections and the associated costs. The Client will bear the costs of further inspections.

- 9.5. If, during an inspection, SKG-IKOB determines that certain aspects are not optimal but do not constitute a deviation from the Conditions, SKG-IKOB may issue a general comment.
- 9.6. If, during the inspection, SKG-IKOB identifies a deviation from the Conditions, it will notify the Client of this in Writing. SKG-IKOB will distinguish between critical and non-critical deviations at its own discretion (unless the relevant Assessment Basis uses different terms or weighting factors; in this case, SKG-IKOB will use these terms or weighting factors). These deviations are as follows:
- a. Critical deviations: where the deviation directly affects the functioning of the quality system or is expected to directly undermine confidence in the Declaration of Conformity;
 - b. Non-critical deviations: where the non-conformity has little to no impact on the functioning of the quality system or is not expected to directly (and measurably) undermine confidence in the Declaration of Conformity.
- 9.7. In the event of a deviation from the Conditions, the Client must take effective corrective action to continue the Declaration of Conformity. SKG-IKOB will set the deadline within which the non-compliance is to be rectified, taking into account, amongst other things, the severity of the deviation and the provisions of (the sanctions policy of) the Assessment Basis in question. Unless the Assessment Basis in question specifies a different period of time, SKG-IKOB will apply the following periods of time as a general rule:
- a. Critical deviations: within 30 calendar days of the SKG-IKOB notification described in Article 9.6, the Client must implement an action plan approved by SKG-IKOB to remedy the deviation. The Client must have implemented the corrective measures within 90 calendar days of the SKG-IKOB notification, and SKG-IKOB must have approved the implementation.
 - b. Non-critical deviations: SKG-IKOB must have received corrective measures within 90 calendar days of the SKG-IKOB notification described in Article 9.6. The Client must implement the approved corrective measures within one year of the notification, and SKG-IKOB must have approved their implementation.
- 9.8. Article 5.3 regarding the inspection right of SKG-IKOB applies *mutatis mutandis* to Products supplied after the implementation of corrective measures.
- 9.9. In the event of a deviation, the Client will immediately inform SKG-IKOB of the action it intends to take or has taken in relation to the Product affected by the deviation. The Client will provide evidence of the above when SKG-IKOB so requests.

Artikel 10 **Cooperation from the Client**

- 10.1. The Client will at all times (including during the acceptance procedure described in, Artikel 3, the (additional) investigation described in Artikel 4 and Article 7.2, the inspections described in Article 9.1 and the further inspections described in Article 9.3) cooperate fully with SKG-IKOB and the other persons and legal entities involved in the activities in question (such as investigators and supervisory bodies) and comply with the obligations as described in this Artikel 10. Artikel 10.

- 10.2. The Client will make available to SKG-IKOB, immediately and free of charge, all information, documents, records, samples, equipment and other items required in connection with (the granting or continuation of) the Declaration of Conformity. SKG-IKOB may retain the above both during and after completing its activities and will be under no obligation to return them. The same will apply to samples that SKG-IKOB obtains.
- 10.3. When so requested, the Client will grant SKG-IKOB and the other persons and legal entities described in Article 10.1 access to all relevant sites and premises, including those of the Client itself. The Client must provide all necessary cooperation to ensure that the activities can be carried out as smoothly and efficiently as possible.
- 10.4. During the course of the activities described in Article 10.1- expressly including a visit to the company of the Client and any other locations, but excluding the laboratories of SKG-IKOB - the Client will be responsible for the safety of SKG-IKOB and the other persons and legal entities referred to in Article 10.1. The Client will indemnify SKG-IKOB against all losses and costs arising in connection with these activities, including those resulting from personal injury, damage to property and any associated legal costs.
- 10.5. If the Client breaches its obligations under this Artikel 10 , this may constitute grounds for SKG-IKOB to terminate the Agreement with the Client with immediate effect, without being liable to pay any costs or losses.

Artikel 11 Suspension of the Declaration of Conformity by the Client

- 11.1. The Client may at any time ask SKG-IKOB in Writing to suspend a Declaration of Conformity for a specific period of time. For example, if the Client has not carried out any activities in relation to the Declaration of Conformity or if a deviation from the Conditions is established as described in Article 9.6.
- 11.2. A suspension may be granted for a maximum of six months and may be extended once for a further maximum of six months.
- 11.3. In principle, the suspension can only be lifted following a further investigation by SKG-IKOB.

Artikel 12 Sanctions

- 12.1. SKG-IKOB may proceed to impose a Sanction on the Client. SKG-IKOB may impose the following Sanctions, amongst others:
 - a. A written warning;
 - b. The suspension of the Declaration of Conformity; or
 - c. The withdrawal of the Declaration of Conformity.
- 12.2. A Sanction in the form of a written warning may be issued in a number of circumstances. For example, if:
 - a. a complaint about the Client as described in Artikel 13 is found to be justified; or

- b. during an inspection, whether or not repeatedly, it transpires that the Conditions are not being complied with (in full) and the Client does not take or does not wish to take sufficient corrective measures to remedy this within the period of time specified.
- 12.3. In the event of a Sanction in the form of a suspension, the Declaration of Conformity will be suspended temporarily and the Client will be denied the right to use the Declaration of Conformity and the Marks during the suspension. A suspension may be imposed in a number of circumstances. For example, if:
- a. a Sanction in the form of a Written warning has been issued but the Client has not taken the necessary measures (on time) for it to be possible to withdraw the Written warning;
 - b. it is observed that the Client is not complying with the Conditions, the General Terms and Conditions or these Regulations and the nature and severity of the non-compliance are such that the Product can no longer be supplied under the Declaration of Conformity; or
 - c. SKG-IKOB is of the opinion that the Client, because of its actions or omissions, is undermining confidence in declarations of conformity in general and the Declaration of Conformity in question in particular.
- 12.4. A suspension will be imposed for the period of time specified in the Assessment Basis in question. If the Assessment Basis does not specify a period of time, the suspension will apply for a maximum of six months and may be extended once by a further six months. This will apply unless SKG-IKOB specifies a different period in Writing.
- 12.5. SKG-IKOB will lift a suspension once the Client has satisfactorily demonstrated that it has taken adequate measures to fully rectify the non-compliance identified. SKG-IKOB will confirm the lifting of the suspension in Writing to the Client.
- 12.6. The Sanction in the form of the withdrawal of the Declaration of Conformity may be imposed, inter alia, if:
- a. the Sanction in the form of a suspension has been imposed or a deviation from the Conditions has been established as described in Article 9.7, but the Client fails to take effective corrective measures (on time) to lift the suspension or to remedy the deviation or deviations identified;
 - b. the Client suspends the Declaration of Conformity as described in Artikel 11 and the situation that gave rise to the suspension is not resolved within the period of time specified;
 - d. SKG-IKOB is of the opinion that the Client, because of its actions or omissions, is undermining confidence in declarations of conformity in general and the Declaration of Conformity in question in particular; or
 - c. the Client seriously harms the interests of SKG-IKOB or exerts such pressure that, in the opinion of SKG-IKOB, the confidentiality, independence or integrity of SKG-IKOB is compromised.

- 12.7. If SKG-IKOB imposes a Sanction, it will notify the Client of this in Writing, stating the reasons and (where relevant) specifying the period within which the deviation or deviations are to be rectified.
- 12.8. A Sanction may be followed by a further inspection or inspections by SKG-IKOB as described in Article 9.3.

Artikel 13 **Complaints about the Client**

- 13.1. The Client must respond promptly to any complaints about the Product supplied under the Declaration of Conformity and resolve them as quickly and effectively as reasonably possible.
- 13.2. The Client must immediately notify SKG-IKOB of:
 - a. any complaint that is not resolved amicably with the complainant within six months;
 - b. a serious, chronic or recurring complaint;
 - c. legal proceedings about the Product supplied under the Declaration of Conformity.
- 13.3. Amongst other things, a complaint may prompt SKG-IKOB to consult with the Client regarding the (revision of the) internal quality control procedures or the quality system, to conduct a further investigation as described in Article 9, or to impose a Sanction as described in Article 12.
- 13.4. If the Client has supplied a Product that does not comply with (the Conditions of) the Declaration of Conformity, the Client will provide an appropriate remedy for the party that suffers losses as a result, including the supply of a sound Product or taking back the Product. SKG-IKOB may carry out an inspection at the expense of the Client.
- 13.5. If the provisions of this Artikel 13 conflict with a complaints procedure as set out in the Assessment Basis in question, the complaints procedure in the Assessment Basis will take precedence.

Artikel 14 **Complaints about SKG-IKOB**

- 14.1. If the Client has a complaint about the actions taken by SKG-IKOB (or one of its employees), a decision that SKG-IKOB has taken, or the way in which SKG-IKOB handles a complaint made against it, the Client may bring this to the attention of SKG-IKOB. When the Client so requests, SKG-IKOB will inform the Client of the procedure for lodging a complaint and the person or body to whom or which it should be addressed. SKG-IKOB will maintain a complaints register.
- 14.2. The Client will submit any complaints as described in Article 14.1 as soon as possible but no later than two months after becoming aware of them or after reasonably having been able to become aware of them. If this period of time is exceeded, SKG-IKOB may decide not to continue with the processing of the complaint.
- 14.3. SKG-IKOB will promptly investigate complaints and endeavour to resolve them, with due observance of the procedures and instructions set out in the quality system and the quality handbook.

- 14.4. If the complaint described in Article 14.1 is found to be justified, SKG-IKOB will endeavour to resolve the situation with the Client in an appropriate manner. SKG-IKOB will also investigate the measures necessary to avoid similar complaints (such as reviewing internal quality assurance, tightening internal inspections or calling an employee to account).
- 14.5. If the Client does not agree with a Sanction that SKG-IKOB has imposed as described in Article 12 or with the way in which SKG-IKOB handles a complaint as described in Article 14.1, the Client may lodge an appeal. The appeal may be lodged with the SKG-IKOB Council of Appeal in accordance with the SKG-IKOB appeals procedure.

Appendix 1 - Handbook on the Use of Marks

1. General

The Client may use the Marks on headed paper, in brochures, on its website and in other promotional materials.

If the SKG-IKOB Certificate Marks are used, the company's own figurative mark must always be included on the same material. The SKG-IKOB Certificatie Mark must not overshadow the company's own figurative mark.

It is permitted to use the SKG logo, the trading name of SKG-IKOB, in a number of specific situations, as described in these regulations.

SKG-IKOB logo variants

The most common variants of the logos for certification, recognition and attestation can be downloaded from the SKG-IKOB Certificatie website. Two variants are available for downloading. The 'standard' variant and a 'small' variant. The standard variant is the formal logo, including any pictograms or other figurative marks, which you can display wherever this is permitted, in principle. The 'small' variant is a more compact version that can be used when the logo is displayed in a small format. For example, on headed paper.

Available colours

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

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

Available file types

SKG-IKOB Certificatie logos are available in the following file types. The most common variants can be downloaded from the SKG-IKOB Certificatie website. 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 indefinitely. 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 indefinitely and edited with the professional graphic design software Adobe Illustrator. The file has a transparent background;
JPG	A JPG file is a pixel-based file. It can only be reduced in size; 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; it cannot be edited. The file has a transparent background.

2. Use of KOMO mark

This section 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 Declaration of Conformity.

General rules for certificate holders

The KOMO logo and word mark are registered trademarks. Trademark infringement is an economic offence.

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

- Rules relating to attested products and/or systems;
- Rules relating to holders of a management system certificate;
- Rules relating to holders of a KOMO Declaration of Conformity for a product;
- Rules relating to holders of a KOMO Declaration of Conformity for a process or service.

Rules for holders of a KOMO Declaration of Conformity for a product

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

A holder of a KOMO Declaration of Conformity for products may use the KOMO mark in its public communications, e.g. its website, advertisements and/or documentation, or to state in such communications that the product in question is KOMO-certified. The relevant number of the Declaration of Conformity must be stated as well. Use of the KOMO mark in relation to other public communications, such as a website and/or documentation, is not permitted. If public communications state that the company is KOMO-certified, the specifics of the certification awarded to the company must be stated. A valid Declaration of Conformity is understood to mean a Declaration of Conformity that is registered as valid on the website of the KOMO Foundation.

Logo use with the mark of the Dutch Accreditation Council

As regards logo use with the mark of the Dutch Accreditation Council (*Raad voor Accreditatie (RvA)*), it is permitted to use the logo in documentation, on letterhead paper and/or on the website. The following applies in this regard:

1. SKG-IKOB may authorise a holder to affix the accreditation mark, in combination with the certification mark, to the product or its packaging, if these products have been certified within the accredited scope of SKG-IKOB.
2. SKG-IKOB may authorise a holder to use the accreditation mark in combination with the certification mark on letters and other documents relating to products from these producers that have been certified under RvA accreditation.
3. If the holder uses the accreditation mark, it must be used immediately next to, above or below the certification mark. Under no circumstances may it be displayed more prominently than the certification mark. A holder may not, in any manner whatsoever, imply that it has been accredited by the RvA.
4. Use of the accreditation mark is prohibited:
 - a) on reports and certificates issued by certified calibration, testing and medical laboratories;
 - b) by organisers of proficiency testing schemes, producers of reference materials and inspection bodies;
 - c) on the business cards of employees of the holder.

Rules for holders of a KOMO attest

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

A certificate holder with a valid KOMO-attest is permitted to state in public communications, e.g. on its website and/or documentation, that a KOMO attest is available for the product or system in question, in which case the current attest number must be stated. It is not permitted to make reference to the KOMO mark. A valid attest is understood to mean an attest that is registered as valid on the website of the KOMO Foundation.

Rules for holders of a KOMO Declaration of Conformity for a process or service

A holder of a KOMO Declaration of Conformity for a process or service must affix the KOMO mark to the documents for which this is specified in its Declaration of Conformity. The mark must be affixed as described in the Declaration of Conformity in question.

A holder of a KOMO Declaration of Conformity for processes or services may use the KOMO mark in its public communications, e.g. its website, advertisements and/or documentation, or to state in such communications that the process or service in question is KOMO-certified. This is permitted if the number of the Declaration of Conformity 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 Declaration of Conformity is understood to mean a Declaration of Conformity that is registered as valid on the website of the KOMO Foundation.

Rules for holders of a management system certificate

A holder of a Declaration of Conformity that relates to a KOMO management system certificate is not permitted to affix the KOMO mark to its products, packaging and/or documents.

A holder of such a Declaration of Conformity is permitted to state in its public communications, e.g. its website and/or documentation, that the management system for the system in question is KOMO-certified; in doing so, the figurative mark shown on the certificate may be displayed, accompanied by 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.

3. Use of logos for management system certificates

This section 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.

General rules for certificate holders

The pictograms and word marks in all logos of SKG-IKOB Certificatie and its trading names are registered trademarks. Trademark infringement is an economic offence.

The holder of the Declaration of Conformity may use the quality mark/logo on headed paper, in brochures, on its website and in other promotional materials. Under no circumstances is it permitted to use a quality mark or logo such that the impression is created that the products of the certificate holder have been certified. Wrongful use of the quality mark will result in the suspension or withdrawal of the Declaration of Conformity.

The type of agreement or certification involved must always be visible. This prevents any lack of clarity for the outside world as regards the certification of the company. To avoid any confusion, ISO 9001, VCA, ISO 14001, OHSAS 18001 and other logos have been developed that incorporate the SKG-IKOB Certificatie figurative mark. These logos must always be used in combination with your own figurative mark; they may not overshadow your own logo.

It is also permitted to use the accreditation mark of the RvA on your stationery alongside the SKG-IKOB-specific ISO 9001 or VCA logo. 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. The RvA accreditation mark must also include the text "MGMT.SYS. RvA C063" in the manner specified. It is not permitted to use the RvA accreditation mark on products or their packaging.

Logo use with the mark of the Dutch Accreditation Council

As regards logo use with the mark of the Dutch Accreditation Council, it is permitted to use the logo in documentation, on letterhead paper and/or on the website. The following applies in this regard:

1. SKG-IKOB may authorise a holder to affix the accreditation mark, in combination with the certification mark, to the product or its packaging, if these products have been certified within the accredited scope of SKG-IKOB.

2. SKG-IKOB may authorise a holder to use the accreditation mark in combination with the certification mark on letters and other documents relating to products from these producers that have been certified under RvA accreditation.
3. If the holder uses the accreditation mark, it must be used immediately next to, above or below the certification mark. Under no circumstances may it be displayed more prominently than the certification mark. A holder may not, in any manner whatsoever, imply that it has been accredited by the RvA.
4. Use of the accreditation mark is prohibited:
 - a) on reports and certificates issued by certified calibration, testing and medical laboratories;
 - b) by organisers of proficiency testing schemes, producers of reference materials and inspection bodies;
 - c) on the business cards of employees of the holder.

4. Use of logos for Inspection Certificates, accreditation schemes and other logos

This section 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.

General rules for certificate holders

The pictograms and word marks in all logos of SKG-IKOB Certificatie and its trading names are registered trademarks. Trademark infringement is an economic offence.

The holder of the Declaration of Conformity may use the quality mark/logo on headed paper, in brochures, on its website and in other promotional materials. Wrongful use of the quality mark will result in the suspension or withdrawal of the Declaration of Conformity. Where inspection certificates are concerned, the logo may only be used in direct relationship with the product that has been certified.

The type of agreement or certification involved must always be visible. This prevents any lack of clarity for the outside world as regards the certification of the company. To avoid any confusion, logos have been developed that incorporate the SKG-IKOB Certificatie figurative mark. These logos must always be used in combination with your own figurative mark; they may not overshadow your own logo.

5. Special provisions

Wrongful use

Any wrongful use of SKG-IKOB Certificatie or RvA marks is not permitted. In other words, these labels may not be used in the absence of an agreement with SKG-IKOB Certificatie. As soon as an agreement is terminated or ceases to be valid for any reason, the (former) holder of the agreement must immediately cease all use of the marks. Infringement is liable to a fine of up to €20,000 per offence and €500 for each day the infringement continues. Use of the SKG-IKOB Certificatie Marks

in other communications or in advertisements may not create the impression that SKG-IKOB Certificatie is monitoring quality if this is not the case. Wrongful use of the SKG-IKOB Certificatie Marks may result in the suspension or withdrawal of the Declaration of Conformity. Without the written consent of SKG-IKOB Certificatie, it is not permitted to use SKG-IKOB certification marks in any way other than as described in these instructions.

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

If a company has a Conformity Certificate on the basis of an agreement with SKG-IKOB, it may use the SKG-IKOB Notified Body number. This number is 0957 or 0960 and, in the context of CE marking, is also recognised 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 harmonised European standard (hEN) in the context of CE marking. The number 0957 or 0960 may also be used in other advertising communications, accompanied by the letters 'SKG-IKOB Certificatie'.