

CERTIFICATE OF COMPLIANCE



Date of issue: day month year

Valid until end: Month year

CERTIFICATE TYPE

EHEDG hereby declares that the product/-s

Product/-s Trade Name

from

Company Name and address

*has/have been evaluated for compliance and meets/meet the current criteria for
Hygienic Equipment Design of the EHEDG*

Certificate No.

Signed _____ *President EHEDG*
Ludvig Josefsberg

Signed _____ *EHEDG Certification Officer*
Mirjam Steenaard

*EHEDG Secretariat
Lyoner Straße 18
60528 Frankfurt am Main
Germany*

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CONTRACT TO USE THE EHEDG CERTIFICATION LOGO FOR EQUIPMENT OR COMPONENTS

A Contract entered into this **(day.month.year)** between STICHTING EHEDG, an organization (foundation) existing under Dutch law, with its Secretariat at Lyoner Str. 18 in 60528 Frankfurt, Germany, herein after called "EHEDG" and **(Company name and address)**, herein after called "Company".

1. Certified Equipment and Certified Components are any equipment, component, system, material or service for which EHEDG has specifically authorized the use of the EHEDG Certification Logo. The EHEDG Certification Logo is a registered mark. All existing rights in connection with or future rights through the use of the logo are exclusively reserved to the EHEDG.
2. EHEDG has determined that the Equipment or Components identified in Article 11 of this Contract comply with the requirements of the applicable criteria and certification classification under Appendix 1 (EHEDG Certification Type: xxx) of this Contract.
3. Upon execution of this Contract and payment of any outstanding fees, EHEDG authorizes the Company to use the EHEDG Certification Logo on the Equipment or Components identified in Article 11 subject to the conditions described in Appendix 2 (Conditions for Use of the EHEDG Certification Logo) of this Contract for a period of one year. The period may be extended annually by providing documentation which shows that the Equipment or Components Certified still fully meet/s the provisions of this Contract and payment of an annual prolongation fee as published on www.ehedg.org. On each fifth year anniversary of the initial Certification, the Equipment or Component Certified will be subject to a full hygienic design evaluation and testing, as appropriate, to renew the Certification.
4. The Company undertakes the responsibility to place the Logo only on the Equipment or Components which has/have been certified as in compliance with this Contract.
5. It is understood and agreed that a Logo on any Equipment or Components and its/their Certification are invalid if the Equipment or Components has/have been significantly altered or been represented as being Certified for any purpose or end use other than that Certified by EHEDG. EHEDG assumes no liability for any claims arising from such alteration, misuse, or misrepresentation by the Company.
6. The Company assumes responsibility to inform EHEDG of any changes or modification in the design and manufacture of Certified Equipment or Components which may affect compliance with the EHEDG Criteria. EHEDG will judge whether the changes or modifications render the current Certification void. The need for review of the modified Equipment or Components depends on the modification being carried out.
7. EHEDG assumes no liability for any claims for damages of any kind occurring to any person or entity as a result of sale, resale, use or misuse of the Company's Equipment or Components,

whether or not these are certified. The Company assumes full and complete responsibility for its use of the Logo or other representation that its Equipment or Components are Certified. EHEDG assumes no liability for any claims arising from the Company's misuse of the Logo or misrepresentation of the Certification status of its Equipment or Components.

8. The Company undertakes to declare in writing before the annual expiry date on the Certificate at the latest that no modifications were made on the Certified Equipment or Components, or parts thereof. If modifications have been made on the certified Equipment or Components, the Company is to notify EHEDG thereof who determines whether the Certified Equipment or Components needs review or not.
9. Certification of the Equipment or Components is subject to a full evaluation every five years from the issuance date. If the company fails to comply with the five year evaluation or fails the evaluation, the certificate will no longer be valid. At the end of this period the Certification is no longer valid and the use of the Certification Logo in relation to the Equipment or Components for which the Certification was issued is, from that moment on, strictly forbidden. However, Certification of the Equipment or Components can be reviewed to determine if the Certification could be reaffirmed as written or modified to meet the current applicable EHEDG criteria and reissued, or discontinued. The Company is responsible to initiate the review process sufficiently in advance of the renewal date to prevent a delay in certification.
10. The Contract may be terminated with thirty days' notice by either party. The right to terminate the Contract for cause remains unaffected. Good cause is especially given, if the license fees were not paid or modifications have been carried out on the Certified Equipment or Components without prior notification. This Contract will be terminated when replaced by a mutually agreed new contract or contract revision provided by EHEDG or in case of abuse of the Logo as mentioned under article 14, below.
11. The EHEDG Certification Logo may be used on or in connection with the following Equipment or Components:
 - ***(trademarks, model numbers, etc. to unambiguously identify the Equipment or Components)*** as shown on the drawings or copies of drawings with original (NOT copied) EHEDG stamp, dated and signed by AEO, provided that the Equipment or Components - as applicable - has/have means for use and/or mounting such that compliance with the EHEDG Criteria is not adversely affected as stated in the Hygienic Design Evaluation Report.
12. EHEDG will keep all documents and other evidence of the Company's Equipment or Components on file. The Secretariat of EHEDG will keep records of Equipment and Components that has/have been certified. EHEDG undertakes to treat all documents received from the Company as confidential.
13. A Certificate will be provided bearing the EHEDG Logo and applicable Certification type identification as shown on Appendix 1 of this Contract. The Certificate will be signed and dated.

14. Abuse of the EHEDG Certification Logo (i.e. its use under conditions conflicting with this Contract) may result in any or all of the following sanctions:

- a. a request to immediately take corrective actions;
- b. termination of the Contract;
- c. indemnities and damages to the minimum amount of EUR 10,000 per case.

Examples of Abuse:

- the Company uses the EHEDG Certification Logo on Equipment, Components, drawings, brochures or other documents which have not been Certified;
- the Company uses the EHEDG Certification Logo as general information on documents;
- the Company uses the EHEDG Certification Logo on modified Equipment, Components drawings, brochures or other documents without prior notification to EHEDG;
- the Company uses the EHEDG Certification Logo on Certified Equipment or Components, drawings, brochures or other documents using another name and/or designation without prior notification to EHEDG;
- the Company uses the EHEDG Certification Logo on Equipment, Components, drawings, brochures or other documents of Equipment or Components which passed the EHEDG in-place cleaning test but do not comply with the Hygienic Design Criteria of EHEDG.

15. Disputes between Parties in connection with or arising out of the Contract, which cannot be resolved by arrangement between parties, shall be finally settled by arbitration in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbiters appointed in accordance with those rules. The place of arbitration shall be Den Haag (The Hague).

16. This Contract and referenced documents constitute the entire agreement between Parties and supersede all previous communications, representations or agreements between Parties with respect to the Certified Equipment or Components. No modification will be binding upon either party unless it is made in writing and is signed by duly authorized representatives of both Parties.

17. This Contract will be subject to Dutch law.

For Company

For EHEDG

(Company Name)

Name

Name

Title

Title

Signature

Signature

Date

Date

This Contract includes the following documents:

Appendix 1 – EHEDG Certification Logo type and class

Appendix 2 – Conditions for Use of the EHEDG Certification Logo

Appendix 3 – EHEDG Equipment Evaluation Form

Appendix 1

EHEDG CERTIFICATION TYPE EL CLASS I

EQUIPMENT INTENDED FOR CLEANING-IN-PLACE WITH LIQUIDS WITHOUT DISMANTLING

Equipment intended for cleaning-in-place (CIP) with liquids without dismantling may be EHEDG Certified if it complies with the current Hygienic Design Criteria (HDC) of the EHEDG.

TYPE EL CLASS I Certification applies to equipment of which inspection, including documentation provided, by an EHEDG Authorized Evaluation Officer (AEO) that the equipment either fully complies with the HDC, or that for functional reasons, which are unavoidable, does not fully comply with the HDC, and additional documentation of specified measures to compensate for the lack of compliance has been provided. These specific measures shall be clearly mentioned in any technical description of the equipment as well as in any operating instructions to be provided by the equipment supplier.

Examples of certifiable equipment are:
Pipe line equipment like pumps, valves and sensors.

All documentation is recorded within the official certification file and may include reports of cleanability tests, but also include results of the measurement of surface roughness, radii of corners, etc.

Appendix 2

CONDITIONS FOR USE OF THE EHEDG CERTIFICATION LOGO

Upon obtaining evidence of compliance (see Appendix 1: EHEDG Certification Type), a contract shall be executed by the Company and EHEDG. The contract shall detail the Product for which Certification is provided. The Certification Logo will be dated (month and year) and will last for a period not to exceed 5 Years unless the equipment, or any part thereof, is modified, in accordance with clauses 3 and 6 of the Contract.

1. Use of the Logo and responsibility of Applicant

- 1.1 The Applicant shall represent as Certified, by use of the Logo or otherwise, only Products described in the Contract.
- 1.2 The language allowed is either "Certified by EHEDG" or "EHEDG Certified". Correct literal translations are also allowed.
- 1.3 The Logo may be printed in black or in two colours. If printed in two colours, "EHEDG" must be in red no. PMS 032 and all other text in blue no. PMS 072 (see 13, below).
- 1.4 The Logo must be used in combination with the type of Certification, such as "TYPE EL CLASS I", and the date (month in text and year in four digits) of Certification. Both must be produced below the logo in the way shown in under 13. The text, such as "TYPE EL CLASS I", must be at least 1/10 times the size of the logo and the date must be at least 1/20 times the size of the logo, but both must never be less 2 mm in height. The font must be ARIAL Rounded MT Bold or ARIAL (Western) Bold or similar and equally clear.
- 1.5 If the logo is applied directly (etching) on to the Product, this may be done without using colours. If colours are used, the colours mentioned under 4.3 must be used, as indicated. It must be ascertained that the use of the Logo on Products does not adversely affect either hygiene or food safety. Dimensional requirements are as specified under 4.4.
- 1.6 The Logo may not be cropped in any way.
- 1.7 The Logo may be used in combination with other logos or marks.
If used in combination with other logos, it does not automatically mean that the EHEDG is linked to those organisations in one way or the other.

2. Written Authorization for Certification and Use of the Logo

The EHEDG Logo is a registered Mark. No Company or person shall apply or use the Logo in connection with a Product, or represent in any way that the Product is EHEDG Certified, until receipt of written authorization from EHEDG. EHEDG may pursue legal recourse if the Logo is misused.

3. Transfer of Authorization for Certification and Use of the Logo

No company may independently transfer or authorize the use of their certification. Upon request and with documentation of continued compliance, EHEDG may transfer authorization for continued Certification of specific Products to another Company for the purpose of a name change, change of ownership, or change of a production location. An administration fee will be charged.

4. EHEDG Acknowledgement of Certified Products

Certified Products may bear the Logo or be otherwise represented as Certified.

5. Trade Designations

A Company shall not use the letter combination "EHEDG" in its trade designation (e.g. name, model number, or other identification assigned by the Company) for a Certified or non-Certified Product. A Company shall not have a trade designation for a Certified Product that directly or indirectly states or implies an end use application for which the Product is not Certified.

6. Product modification

Any modification of the product, which has been Certified renders the Certification void for the modified products. If Certification of the modified product is desired, a new application must be submitted. If the modification proves to be relatively insignificant, the fee may be reduced or waived at the discretion of EHEDG.

Appendix 2

7. Implementation of Revisions to Referenced EHEDG Guideline(s)

Upon adoption of a revision to any referenced EHEDG Guideline(s), mentioned in the Contract, the Company shall be encouraged to implement all changes in requirements in its Certified Products.

8. Certification of Distributors

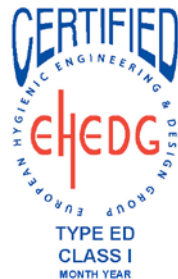
A Company distributing a Certified Product with a trade designation other than that of the original manufacturer may apply for an extra EHEDG Certification and contract.

9. Private Labelling of Certified Products

If a Company has the intention to label Certified Products with another name and/or designation the Company shall prior to any changes notify the EHEDG thereof in writing. On written consent of the EHEDG, the Company may apply for an extra EHEDG Certification and contract.

10. Example of the EHEDG Certification Logo

The applicable logo (with Month and Year) will be provided by EHEDG.



Appendix 3

EHEDG Certification – Equipment Evaluation Form

Date:

EHEDG File Number:

Certification Type: EL CLASS I

Applicant:

Equipment:

Type or model No/s.:

Other essential identification:

Evaluated by:

Name:

Approved by:

Name:

Title: [AEO / Vice-/Chairman of the WG Certification]

Date, Signature: _____

1. Results of inspection for compliance with the EHEDG Hygienic Design Criteria. Conclusion: The equipment complies with the criteria. The use of the EHEDG Certification logo is justified:	YES <input type="checkbox"/> MAYBE <input type="checkbox"/>
2. Evidence for compliance provided and convincing for Certification. Conclusion: The equipment complies with the criteria where possible. The use of the EHEDG Certification logo is justified:	YES <input type="checkbox"/>

Signature:

Date:

The original of this form will be kept by EHEDG together with the application, the inspection report, the evidence provided and any other relevant documentation, as listed on the back.

Appendix 3

No.	Description

EHEDG Evaluation Report
no. xxyy

equipment name and type with gasket material

Company name, PLZ City, Country

The evaluation is based on EHEDG in-line cleanability test report no. xxyy done by **EHEDG Authorized Test Institute**.

Materials, Surface Roughness, Fabrication and Surface Geometry

- ...

Drainability and Layout

-

Installation and Cleaning

- ...

Adhesives, Lubricants and Signal transfer liquids

- ...

Result of the cleanability test according EHEDG Doc 2

- ...

Conclusion

...

Signature

Date

Drawing of the equipment name and type with gasket material

Fig. 1: sectional drawing of equipment name and type with gasket material