

## TERMS GOVERNING THE USE OF VERIFIED EXPORTER MARK

### 1. Introduction

These Regulations relate to the Dubai Exports Mark (the “Verified Exporter Mark”) as shown in the Appendix. Dubai Exports reserves the right to replace the Verified Exporter Mark by another certification mark at any time. Use of the Verified Exporter Mark is strictly limited to Clients inspected and Certified by Dubai Exports and SGS Gulf Limited and meets the agreed criteria for the Verified Exporter Mark, which pertains to validation of an applicant on his Export Capability and Readiness only.

### 2. Definitions

In these Regulations:

- (a) “**Verified Exporter Mark**” means Dubai Exports mark licensed to the client inspected and verified by Dubai Exports and SGS Gulf Limited and meets the agreed criteria has been successfully certified, where Dubai Exports permits its use.
- (b) “**Verified Exporter Certificate**” means the certificate of conformity and assessment schedule issued by Dubai Exports specifying the scope of certification of the Client.
- (c) “**Client**” means the company to whom a Certificate is issued.
- (d) “**Communication Media**” means Client’s advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, Client’s promotional goods such as pocket diary, coffee mugs, coasters, doormats; Client’s outdoor advertisements such as billboards and signs; Client’s stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, deliver slips; Client’s vehicles, Client’s flags and window stickers and any other communication media intended for his customers.
- (e) “**Improper Use**” of the Verified Exporter Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Verified Exporter Mark.
- (f) “**Use**” means the lawful, authorized, restricted, non-exclusive, limited and revocable right to use the Verified Exporter Mark.

### 3. Use of the Mark

#### 3.1 The Client agrees that

- (a) It will use the Verified Exporter Mark only in the manner prescribed herein and in the Verified Exporter Certificate.
- (b) It will use the Verified Exporter Mark only in relation to activities within its scope of certification.
- (c) It will use the Verified Exporter Mark on its Communication Media in such a way as to avoid confusion between matters referred to in the scope of certification, and in no way to imply coverage of any activities outside the scope of certification.
- (d) It will not use the Verified Exporter Mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.
- (e) It will not use the Verified Exporter Mark on its products or their packaging. This is since the VE Mark validates the exporter and his export capability and not specifically the product he is selling. Wherever required, product certification marks (e.g. Emirates Quality Mark from ESMA) may only be used on product(s) and packaging, with explicit approvals from such entities.
- (f) It may use the Verified Exporter Mark on stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips, on advertising, displays, posters, TV advertisements, promotional material/videos, web sites, brochures, etc.
- (g) It may use the Verified Exporter Mark alone on all other applications such as on flags, on vehicles, on promotional material accompanying the product, on window stickers, on vehicles, billboard advertisements, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats or any other application,
- (h) It may use the Verified Exporter Mark on its web site, along with the Certificate issued and in compliance with the terms and conditions in this Regulation.
- (i) It will not, during the period of validity of the Mark & Certificate (usually until date of license expiry) or thereafter, register or attempt to register the Verified Exporter Mark or any imitation thereof, make or assert any claim of ownership to the Verified Exporter Mark and dispute the right of Dubai Exports, or assigns, to authorize the use of the Verified Exporter Mark as provided herein.

- (j) It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Verified Exporter Mark or any reference thereto and will not thereafter use any copy or imitation thereof.
- (k) In case of take-over or merger or change in license/company status, written permission from Dubai Exports is mandatory in order to transfer the right to use the Verified Exporter Mark.
- (l) While all reasonable measures are taken to verify the exporter as per agreed criteria, Dubai Exports or SGS takes no responsibility for any breach of conditions by the Exporter during the tenure of this Certificate Use of the Verified Exporter Mark does not exonerate the Client from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale or distribution of its products.

#### 4. Monitoring of the Client

Dubai Exports may during the entire period of validity of the Verified Exporter Mark make or entrust a representative to make all checks deemed necessary using required methods to ensure that conformity to these Regulations is maintained.

#### 5. Penalties and Appeal

In case of improper use of the Verified Exporter Mark, Dubai Exports may forthwith suspend or withdraw the certification and the right to use the Verified Exporter mark in accordance with the sanctions procedures that will be provided by Dubai Exports upon request. The Client may appeal Dubai Exports decision in accordance with the appeal procedure that will be provided by Dubai Exports upon request.

#### 6. Financial Conditions

The fees for this service shall be AED 1,800/- per annum (per Legal Entity/ Company Name) plus AED 90/- VAT (total AED 1,890/-) and shall be billed separately by SGS Gulf Limited directly to the client. On submission of the invoice from SGS, the payment to SGS shall be made directly to them, prior to issuance of the Certificate and Mark. (See attached). Company VAT Number should also be provided to Dubai Exports/SGS.

#### 7. Confidentiality

Unless otherwise agreed by Dubai Exports, the Client shall keep confidential all documents received from Dubai Exports with the exception of the Certificate, these Regulations and the Appendix thereof.

#### 8. Changes to the Legislation

Dubai Exports seeks to comply with all national and international laws, regulations and standards in force concerning the right to use the Dubai Exports Verified Exporter Mark or the conditions for obtaining said right. It will give the client notification of the changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

#### 9. Changes to the Regulation governing the use of the Verified Exporter Mark

Dubai Exports reserves the right to modify these Regulations at any time. It will give the Client written notification of all changes thereto and the Client will be obligated to apply said changes.

#### 10. Technical Details

- (a) The Verified Exporter Mark shown in Appendix 1 is currently the approved Mark / Logo that may be used by the client. The high resolution Verified Exporter Mark logo will be shared upon successful completion of Exporter verification.
- (b) On documents printed in more than one color or in one color exclusively, the Verified Exporter Mark may also appear on colored backgrounds when it remains clearly visible.
- (c) The Verified Exporter Mark can be enlarged as well as reduced as long as the text remains legible.
- (d) The Verified Exporter Mark may only be used as provided by Dubai Exports & shall not be changed/distorted in any way.

#### Appendix 1: Verified Exporter Mark

verified  
EXPORTER



Sign & Stamp of Company/Exporter