



IKRAM QA SERVICES SDN. BHD.

IQAS-S1-04: IKRAM QA Scheme 1

**Terms and Conditions Governing the
IKRAM QA Certification Mark (K-MARK)**

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FOREWORD

IKRAM QA Services Sdn. Bhd., referred hereinafter as **IKRAM QA**, is a legal entity incorporated on the 23 March 1999 with the Registrar of Companies Malaysia, registration number 199901004665 (479565-A).

IKRAM QA is an independent Certification Body (CB) that offers Product Certification Scheme as described in **IQAS-S1-01: IKRAM QA Scheme 1 - Product Certification Scheme**.

Any applicant complied with IKRAM QA Scheme 1, will be awarded **Product Certificate of Conformity** referred hereinafter as **Certificate**. Upon receiving the Certificate, the applicant is referred to as the **Certificate Holder**. The certificate issued is subjected to annual surveillance audit for renewal.

As part of its services, IKRAM QA introduced Product Certification Mark named **K-MARK**. The use of K-MARK on the product in IKRAM QA Product Certification Scheme 1 is **mandatory to all Certificate Holders**.

IQAS-S1-04: IKRAM QA Scheme 1 – Terms and Conditions Governing the IKRAM QA Certification Mark (K-MARK) describes the terms and conditions governing usage of K-MARK.

K-MARK is the property of IKRAM QA. Unauthorized use or misuse of the K-MARK will be subjected to legal action in accordance with the applicable laws. For further information, please contact IKRAM QA at the following address:

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1.0 OBJECTIVES

The objectives of this document are:

- a) to provide the requirements and usage of the K-MARK;
- b) to ensure that the use of K-MARK is governed.

2.0 SCOPE

This document is applicable to product certified under IKRAM QA Scheme 1.

3.0 NORMATIVE REFERENCES

The following referenced documents are indispensable for the application of this document.

IQAS-S1-01: IKRAM QA Scheme 1 - Product Certification Scheme.

IQAS-S1-02: IKRAM QA Scheme 1 – Product Certification Requirements.

4.0 TERMS AND DEFINITIONS

For the purpose of this document, the following terms and definitions shall apply:

4.1 certificate

product certificate of conformity awarded by IKRAM QA

4.2 certificate holder

a company that has been awarded with product certificate of conformity by IKRAM QA

4.3 IKRAM QA

IKRAM QA Services Sdn. Bhd. with company registration number 199901004665 (479565-A).

4.4 IKRAM QA Scheme 1

product certification scheme type 5 offered by IKRAM QA

4.5 non-certificate holder

a company that has not been awarded with product certificate of conformity by IKRAM QA

5.0 K-MARK REQUIREMENTS

5.1 K-MARK logo

The K-MARK logo is as shown in Figure 1.

5.2 Use of K-MARK

5.2.1 The use of K-MARK in IKRAM QA Scheme 1 **is mandatory to all certificate holders.**

5.2.2 The K-Mark shall be used after an **approval in writing** by IKRAM QA to the certificate holder.

5.3 Terms and conditions governing the usage of K-MARK

5.3.1 The K-MARK shall be applied directly on each certified product, except where the physical characteristics of the product do not permit to do so, then the K-MARK shall be applied to the smallest package in which the unit is delivered to the customer.

5.3.2 The K-MARK shall be presented with the information as follows: -

- a) the number and year of issue of the applicable product standard or specification; and
- b) the certificate number.

Typical presentation of K-MARK is as shown in **Figure 2.**

5.3.3 The K-MARK shall be applied on the product and/or on the packaging.

5.3.4 If the certificate holders choose to use only wordings on the product and/ or on the packaging to describe the product being certified by IKRAM QA, shall use the following words **“IKRAM QA CERTIFIED TO (standard No.)” and followed by “CERT. NO.”**

5.3.4 The use of K-MARK does not give exception to certificate holder from the responsibilities to provide evidence that the product is complied with the conformity standard as specified in the certificate.

5.3.5 The K-MARK may also be used **ONLY** on advertising material, e-commerce (e.g. Lazada or Shopee), article, catalogue, manuals, booklets, mill certificate, signage and news releases. Use of K-MARK on such promotional products is not a substitute for use of the K-MARK on certified product and/or on the packaging.

5.3.6 The K-MARK shall not be incorporated as part of business name, business stationary, internet domain name, or brand/trademark for products/product lines.

5.4 Restriction and termination on the usage of K-MARK

5.4.1 The K-MARK **shall not** be used on the followings:

- a) non-certified products or flags;
- b) products which are produced not within validity date of certificate and/or produced when the certificate is suspended, withdrawn, or terminated.

5.4.2 In the event that the certificate becomes invalid due to whatever reason including suspension, withdrawal, or termination, the K-MARK which appeared on the stocks shall be removed immediately by the certificate holder at the certificate holder's cost.

5.4.3 In the event that K-MARK has been placed on rejected products or non-conforming products, the K-MARK shall be removed immediately by the certificate holder at the certificate holder's cost.

5.4.4 In the event that the certificate holder failed to remove the K-MARK as in 5.4.2 and 5.4.3, IKRAM QA or its agent reserved the right to remove the K-MARK at the certificate holder's cost.

5.4.5 IKRAM QA reserves the right to take actions against the certificate holder or non-certificate holder on misused, abused and/or false claim/reference to K-MARK.

5.4.6 Legal action, if necessary, shall be taken against certificate holder or non-certificate holder and all costs incurred in the legal actions or other actions shall be borne by certificate holder and the non-certificate holder.

5.5 Construction of K-MARK

5.5.1 The actual application of K-MARK on the product could be smaller or bigger size in **appropriate proportion as in Figure 3**, but it shall be of sufficient size to accommodate the requirements in 5.3 and all wordings shall be clearly legible.

5.5.2 The K-MARK shall be constructed in **single colour** and shall be able to give a good contrast with the colour of the product or the packaging. If the K-MARK is to be embossed on the product, it shall follow the colour of the product.

6.0 LIABILITY AND INDEMNITY

6.1 The certificate holder shall agree that IKRAM QA neither assumes nor accepts any responsibility for any injury or damage to the certificate holder's property or personnel that may occur during or as the result of activities, wherever performed, whether performed in whole or in part by the certificate holder or IKRAM QA, except when such injury or damage results solely from the negligence on the part of IKRAM QA or its representatives.

6.2 The certificate holder shall agree to defend, indemnify and hold harmless IKRAM QA against any and all liabilities, losses, cost and expenses incurred or sustained by any third party resulting directly or indirectly from the third party's reliance in whatever manner on the certificate or directory of material issued by IKRAM QA.

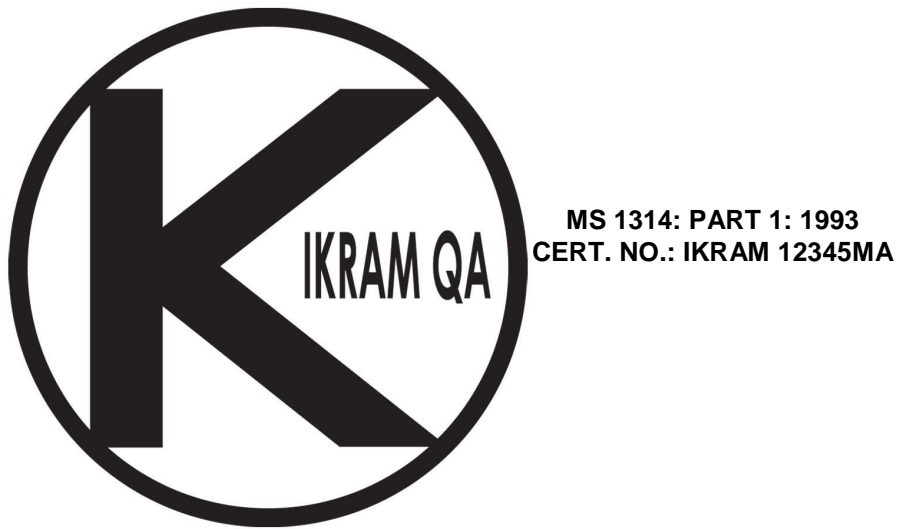
6.3 The certificate holder shall agree that provisions of 6.1 and 6.2 shall be wholly and simultaneously extended to and includes all the IKRAM QA directors, officers and representatives; to and all the staff and auditors/assessors of IKRAM QA accrediting bodies that accredit IKRAM QA; to and all the directors, staffs of government agencies, local and regional authorities, consultants and contractors that requires their suppliers to apply K-MARK on any or all products that are to be supplied to them.

7.0 AMENDMENT OF IQAS-S1-04: IKRAM QA SCHEME 1 – Terms and Conditions Governing the IKRAM QA Certification Mark (K-MARK)

IKRAM QA reserves the rights to amend this document whenever deemed necessary.



Figure 1: K-MARK logo

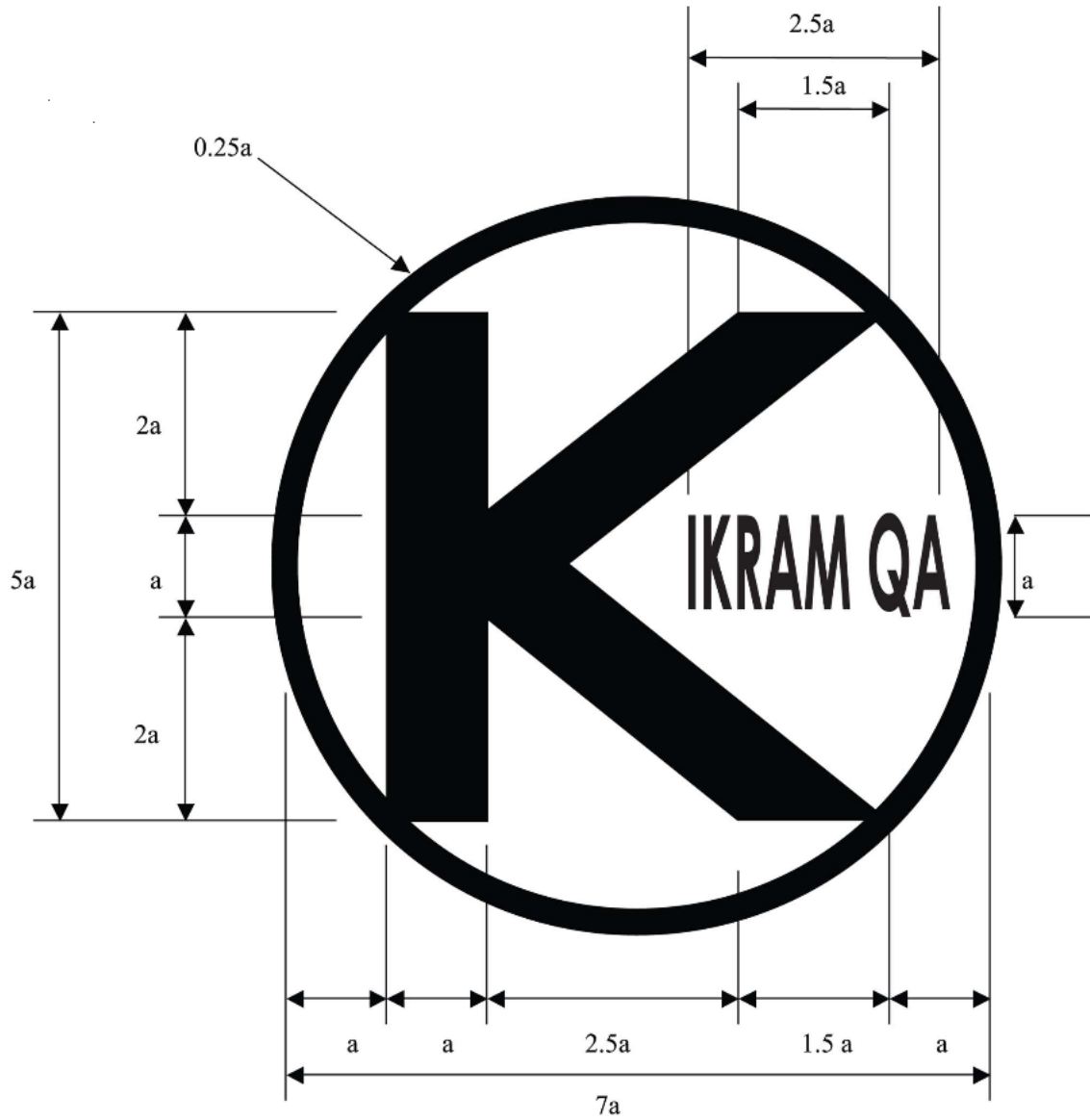


(a) The K-Mark where text located on the side



(b) The K-MARK where text located at the bottom

Figure 2: Typical presentation of K-MARK on product



Font type: Century Gothic

Figure 3: The construction of K-MARK