

Strojírenský zkušební ústav, s.p.
(Engineering Test Institute, Public Enterprise)
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GENERAL RULES FOR USE OF SZU MARKS

Introduction:

Strojírenský zkušební ústav s.p. (hereinafter referred to as the SZU), allows its customers to place on their products and to use in their documents the SZU marks under the conditions defined in these rules.

The objective is to gain confidence of the market in the products to which the marks relate.

These marks attest that a successful process of certification / evaluation of a whole product or of its selected parameters took place at SZU.

The marks may not be used to attest any other properties than are those specified in the relevant report.

General principles:

1. The marks are owned by SZU.
2. Specimens of the marks and their meanings are provided in Annex 1.
3. There is no legal entitlement to the granting of the right to use a mark. The right to use a mark is non-transferable.
4. The registration fee of 50 € shall be charged.
5. The right to use a mark may be granted only on the basis of results of a successfully completed process of certification / evaluation carried out at SZU.
6. SZU may refuse to grant the right for use of a mark.
7. Granting of the right to use a mark is conditional to conclusion of a written contract between the mark owner (SZU) and the holder of a certificate/report, to whom the right is to be awarded, and to payment of the registration fee.
8. Application and correctness of the mark are subject to random check-ups by SZU. The duration of the right to use the mark ends on the expiry date of validity of the document, on the basis of which the right for use of the mark was granted or on the date of the cancellation of the right for use of the mark. If a document does not give the expiry date of its validity, the right to use the mark shall lapse 3 years after the date of issue of the document on the basis of which the right to use the mark was granted.
9. Duration of the right to use the mark may be extended. The certificate/report holder, to whom the right for use of the mark has been granted, may apply for its extension 2 months before the period expires. SZU will make a decision after assessing the request.
10. In the case of any unauthorized use of a mark having been found, SZU as the owner of the mark shall have the right to take any legal action it deems appropriate, in accordance with the laws in force. Any intentional misuse of the mark shall always be subject to financial penalty.

The conditions for granting the right to use a mark are as follows:

The applicant is obligated:

1. to make the application for granting of the right to use a mark in writing;
2. to use the mark strictly under the terms of the contract;
3. to pay the registration fee;
4. not to misuse the name of SZU in any way during the period of the right duration.
5. to remove the mark from all the documents in which it has been placed and to cease affixing the mark to the products after expiry of the validity period of the right to use the mark,
6. to agree to be subjected to random check-ups by the owner of the mark;
7. to place the mark on products in such a way as to avoid any confusion with other marks (designations), which are mandatorily placed on the products, and
8. to undertake to observe these rules.

The owner of the mark is obligated to

1. decide on granting the right to use a mark only on the basis of a written application and of a successful completion of the process of certification/evaluation at SZU.
2. perform random check-ups of the use of the mark;
3. keep records of the entities, to whom the right to use the mark has been granted;
4. provide the mark in electronic form (.eps, .jpg);
5. give the inquirers information only on the duration of the right to use a mark and on the scope of verifications.

Use (placement) of the marks

- On products
- In the applicant's documentation or in other forms of advertising, but always in such a way, that the information relates only to the relevant product
- Graphical execution of the mark shall be identical to the specimen provided and it shall not be modified in any way.

Instruction

These marks are not the third-party marks of conformity within the meaning of ČSN ISO/IEC 17030, nor do these marks meet the requirements of ČSN EN ISO/IEC 17065.

Annex 1 – Definitions of the marks issued by SZU

Definition of the meaning of the marks issued by SZU

CERTIFIED

- SZU has carried out the product type examination
- the manufacturer is responsible for conformity with the certified type of the products to which it affixes the mark
- certification focused on product safety
- the basis for granting the right to use the mark is a certificate issued by SZU
- the mark may be placed on the product only in the period of the certificate validity
- the validity of certificate and the scope of certification can be verified by inquiring with SZU



CONFORMITY TO A STANDARD

- SZU has carried out the product type examination
- all relevant requirements of the standard/technical regulation have been verified
- the manufacturer is responsible for conformity with the assessed type of the products to which it affixes the mark
- the basis for the issued mark is a report on evaluation of the standard requirements or a certificate issued by SZU
- the mark may be placed on the product only in the period of the background document validity
- the validity and the scope can be verified by inquiring with SZU



VERIFIED

- SZU has carried out the product type examination
- selected performances of the product have been verified and evaluated
- the manufacturer is responsible for conformity with the assessed type of the products to which it affixes the mark
- the basis for granting the right to use the mark is a report issued by SZU
- the mark may be placed on the product only in the period of the background document validity
- the document validity and scope can be verified by inquiring with SZU
- the mark can be complemented with additional information

