

Non-Certified organization.

Section 1.3 Advertising: The Certification Mark, or other registered CWB marks or any other reference which may be interpreted to mean CWB, may only be used after Submitter has been granted certification by CWB and then may only appear in advertising, promotional material or other literature only in reference to the Facility, Process and/or Service under this Agreement. Submitter agrees to amend or discontinue the use of such advertising, promotional material or other literature upon the written request of CWB. The Certification Mark may only be used by Submitter to indicate certification. The Certification Mark shall not be used in conjunction with any modifying terms or phrases without the express written consent of CWB. References to CWB shall not be misleading as to the extent of certification.

COMPLIANCE WITH REQUIREMENTS AND INSPECTIONS

Section 2.1 Compliance: The Facility, Process and/or Service represented as Certified shall comply with all the Requirements, unless products or operations not normally considered as requiring certification, in accordance with Standards administered by the CWB, are undertaken at a separate location or in a discrete and separate facility in the operations.

Section 2.2 Inspections: CWB may perform inspections of Submitter's Facility, Process and/or Service at the Location or other premises of the Certified Facility.

Section 2.3 Facility Regulations: CWB shall direct its Representatives to exercise due care in complying with any safety and security regulations.

Section 2.4 Free Access: Representatives shall have, at all times, during normal business hours, reasonable access to the Facility or any places where the Process and/or Service is carried out and shall receive the full cooperation of Submitter's staff to facilitate the inspection. Any Representative shall have access to any relevant records to assist CWB in determining compliance with the Requirements.

Section 2.5 Extent of Access: The right of a Representative to obtain such access shall not be conditional upon the execution by the Representative or CWB of any agreement, waiver or release which in any way affects the Representative's legal rights or the rights or obligations of CWB, and any such document executed in contravention of this provision shall be without force or effect.