

## REGULATIONS FOR THE USE OF THE "ACM" TRADEMARK

### 1. INTRODUCTION.

In order to obtain control over the correct use of the ACM trademark in opinions, certificates or any other mechanism that indicates that the product is certified by the certification body of "ACM Certificación de Productos, S.A. de C.V.", this Regulation for the correct use of said trademark is issued.

### 2. OBJECTIVE AND SCOPE OF APPLICATION

This document establishes the rules governing the use of the registered trademark "ACM," ensuring the proper use of the graphic elements owned by "ACM Certificación de Productos, S.A. de C.V." and their applicability according to the certifications granted by ACM.

This document must be used when an organization or company whose product has been certified by "ACM" wishes to use the trademark, including on packaging, labels, advertising materials, and other spaces intended to inform the customer.

### 3. REGULATIONS

#### 3.1 GENERAL INFORMATION

- 3.1.1 "ACM Certificación de Productos, S.A. de C.V." is solely responsible for legally protecting the "ACM" trademark against unauthorized use. Use of the ACM trademark is voluntary; nevertheless, any organization and/or company wishing to use it agrees to fully comply with the provisions of these regulations.
- 3.1.2 It is voluntary to request the concession of the use of the trademark of "ACM Certificación de Productos, S.A. de C.V.", and in case it is granted in writing by the management of ACM, its use is mandatory only in those products for which the corresponding certification has been granted and in strict compliance with this regulation.
- 3.1.3 The ACM trademark is granted to each certified product and must be reproduced homothetically in accordance with the provisions of the corresponding trademark manual, with the applicable colors and fonts.
- 3.1.4 The ACM mark may be materialized by means of labels, decals, packaging or other procedure; they are made visible in a

differentiated manner and on each unit of the product in question, unless otherwise indicated by the conditions for granting, maintaining, suspending and withdrawing the corresponding certification or by the Management and, where applicable, the Technical Committee for Certification and Impartiality (CTCI) from ACM.

- 3.1.5 The organization or company must request the concession for use of the ACM brand for all production of the product, whether manufactured within the national territory or abroad, and only those organizations and/or companies that have obtained the corresponding authorization may use the brand.
- 3.1.6 After the application for the use of the ACM trademark, you will be sent electronically the letter of commitment to comply with these regulations, which must be signed by a person from the organization authorized for this purpose. (DAT-GT-028)
- 3.1.7 Once ACM is aware of how the brand will be used and receives the letter of commitment, the organization or company will receive the brand in PNG format electronically. [for correct use.](#)

### [3.2](#) OF THE OPINIONS AND CERTIFICATES.

- 3.2.1 The opinions and certificates issued by "ACM Certificación de Productos, S.A. de C.V." are issued for a product or family of products, according to the applicable standard and are only granted to Mexican and national importers, manufacturers and distributors or those from other countries with which the Mexican government has signed a free trade agreement or treaty.
- 3.2.2 The certificate is valid only for the holder, and the holder may, where applicable, grant extensions of ownership to manufacturers, importers, and distributors as established by the Official Mexican Standards and/or Standards. The certificate holder is jointly and severally liable for the use of certificates whose ownership is extended.
- 3.2.3 The opinions and certificates issued by ACM will only be valid if they are current and the products covered by them maintain, during their validity, the specifications under which they obtained the certificate or opinion.

- 3.2.4 The certificate or opinion issued by ACM must not be used in a way that brings the certification body into disrepute, and no statement related to its certificate or opinion should be made that could be considered misleading or unauthorized by the certification body.
- 3.2.5 In the event of cancellation, suspension or termination of the certification, the use of all advertising material containing any reference to it will be suspended and all certification documents required by the certification body will be returned according to the established deadlines.

### 3.3 FOLLOW-UP OF THE CERTIFIED PRODUCTS.

- 3.3.1 The certified product must retain the initial certification characteristics in accordance with the corresponding standard and it is the responsibility of the certificate holder to ensure that this condition is met during the validity period of this certificate..
- 3.3.2 To ensure compliance, ACM conducts monitoring and sampling, as well as applicable testing by a duly accredited and approved testing laboratory. All monitoring activities will adhere to the Official Mexican Standards and/or standards under which the certificate was issued.

### 3.4 ABOUT THE USE OF THE PASSWORD

- 3.4.1 When applicable, the Official NOM or NMX password, as applicable, will be used in accordance with NOM-106-SCFI-VIGENTE or the one that replaces it, on certified or assessed products.

### 3.5 ON THE USE OF THE BRAND

- 3.5.1 The ACM trademark cannot be transferred to third parties.
- 3.5.2 The use of the ACM brand is authorized only under the conditions established by these regulations and by the conditions for granting, maintaining, suspending and withdrawing certification, which the organization undertakes to respect.
- 3.5.3 The authorization to use the ACM trademark does not, under any circumstances, replace the official document that confirms compliance with the applicable regulations.
- 3.5.4 The organization may not make use of the Certificate or the ACM mark from the moment the certification body agrees and

communicates the suspension or withdrawal of the certification due to non-compliance with the criteria that led to its granting.

- 3.5.5 Once the validity of the certificate expires, the organization must not use the ACM mark on any product, and will therefore have to request its renewal at least one month before the certificate expires.

### 3.6 REPRODUCTION OF THE TRADEMARK

- 3.6.1 The organization or company may only reproduce the ACM trademark in its entirety in documents that refer to the products covered by the Certificate granted by ACM and the certificate(s) with the written authorization of the Direction for the purposes determined by said organization. This will be done in a way that avoids any confusion, therefore, its use for purposes other than those established in the Trademark Usage Regulations is prohibited.
- 3.6.2 Partial or total reproductions of the ACM trademark and the certificate(s) granted to other non-certified products are prohibited.
- 3.6.3 When there is a collective promotion of the ACM brand, the body responsible for this in the United Mexican States and abroad will be "ACM Certificación de Productos, S.A. de C.V."
- 3.6.4 It is strictly prohibited to use the ACM trademark or the certificate granted in any type of documentation for purposes other than those specified above. The organization must inform the ACM Management in advance of all commercial documents where the ACM trademark will be placed.

### 3.7 CORRECT USE OF THE BRAND

The client must guarantee that ACM-certified products bearing the brand comply with the specifications established in the Official Mexican Standards and/or applicable standards.

A color palette is selected for the ACM brand placement, according to the applicant's intended use.

In gold



Puede aplicarse en dos versiones  
(Con fondo sólido dorado o fondo  
blanco con aire).

### Color palette without gradients



#C69A23

R: 198  
G: 154  
B: 35



#233168

R: 35  
G: 49  
B: 104



#FFFFFF

R: 0  
G: 0  
B: 0

### Black and white



El logotipo puede ser utilizado en  
negro sobre blanco ó blanco sobre  
negro dependiendo su aplicación.

## 3.8 BRAND MANIPULATION

ACM Certificación de Productos, S.A. de C.V. grants permission for the modification of the trademark in a homothetic manner, ensuring that it does not constitute misuse, with the necessary modifications for inclusion on the products.

The minimum permitted size for use of the trademark is 0.5 cm on each side.

Example:



Note: The image will be delivered in .png format in black and white, as well as in gold, with a resolution of 800 x 800 pxls, for manipulation and addition to the previously certified product.

### 3.9 ABOUT THE MISUSE OF THE TRADEMARK.

3.9.1 Incorrect use of the trademark is considered to occur when any of the following cases occur:

- a) When the product certification application is in the processing stage and the trademark is being used on that product.
- b) When the brand is used on products that do not have current certification, whether due to suspension, cancellation or termination of certification or that they have never had it.
- c) When the trademark is used in media, brochures or product catalogs, in which it is induced to believe that products that do not have the trademark have been granted the trademark.
- d) Make alterations to the brand.
- e) Incorrect references or misleading use of the brand or any other mechanism to indicate that a product is certified are prohibited in the documentation or advertising; if this is the case, actions will be taken in accordance with article 3.8 of this regulation.

Incorrect uses.

a)



b)



c)



d)



e)



f)





g)



Therefore, the following modifications are prohibited:

- Changing the color palette.
- Removing elements that constitute the brand.
- Changing the position of elements that are part of the brand.
- Altering or scaling the dimensions irregularly.
- Altering the composition or fundamental shape of the ACM brand.

### 3.10 OF THE SANCTIONS

3.10.1 The withdrawal of the right to use the ACM trademark is applicable in the following cases:

- a) When the standards or regulatory documents on which the brand is based cease to be applicable.
- b) If the certificate is not renewed and the validity period established in the conditions for granting, maintaining, extending/reducing, suspending and withdrawing the corresponding certification(s) expires.

3.10.2 In the event of any of the above situations, the case will be reviewed by the ACM Directorate, which will decide on the applicable action or sanction and the timeframe for its implementation. This may include one of the following sanctions:

- a) Public or private warning.
- b) Partial or total suspension of the right to use the ACM trademark.
- c) Definitive withdrawal of the right to use the ACM trademark.

3.10.3 "ACM Certificación de Productos, S.A. de C.V." requests that the organization or company take corrective action whenever the ACM brand is used on products that are considered:

- a) That they are not authorized to use the ACM brand (there is no record of product certification, it does not comply with the specifications applicable to the certification of the Standards).
- b) Displays an unauthorized design of the ACM trademark (counterfeit or imitation).
- c) Violation of the contract entered into by the parties involved.
- d) A hazard arising from laboratory tests due to non-compliance with the applicable standard.
- e) Once it has been established that there has been misuse of the ACM brand, management will determine the scope of the abusive use, including product information such as model, serial number, manufacturer, production volume, etc.

### 3.11 APPEAL PROCEDURES

3.11.1 In all cases, the certificate holder may file their appeal in accordance with procedure PRO-GT-002 within a period of no more than ten business days from the receipt of the written notification from the Product Certification Body.

## 4.0 CLAUSES FOR THE USE OF THE ACM TRADEMARK

The customer may also display the ACM brand through a stamp that makes it visible and indelible on each unit of the products covered by the certificate issued by ACM.

### CLAUSES

FIRST: The use of the brand does not replace the product warranty under the terms of applicable and current regulations.

SECOND: Any misuse of the certificate stipulated in the ACM brand regulations, whether by the owner or by third parties, will give rise to legal action by ACM Certificación de Productos, S.A. de C.V.

Having been informed of the provisions established in this document, I accept in accordance with the provisions set forth herein in Mexico City on [Indicate day, month and year]

FROM THE OCP	FROM THE CLIENT.
Name: Francisco Javier Durán Díaz	Name:
Position: Legal Representative.	Position:
Av. Contreras No. 700 Int. Office 410 Col. San Jerónimo Lídice, La Magdalena Contreras, México City, Mexico. C.P. 10400	Address:
Telephone number: 55 5668 7459	Telephone number: +(55)
e-mail: <a href="mailto:fduran@acm.com.mx">fduran@acm.com.mx</a>	e-mail:

Note: This agreement must be initialed on each page and signed by both parties. The legal representative signing the agreement on behalf of the Client must attach their notarized power of attorney, duly registered with the Public Registry of Property, as well as a copy of an official identification document (passport, voter ID).