



CSA International's Response to Infringers' Most Common Excuses

- **Why can't my company apply the CSA Mark to our product or packaging?**

The CSA Mark is a registered certification mark used to convey the fact that a product meets CSA's certification requirements, including applicable standards for the relevant market. The CSA Mark can be applied only by someone who is licensed or otherwise authorized to do so by CSA. If you do not have a license or other authorization from CSA to use the CSA Mark, or qualify as a "fair user" under the law in the United States then you are likely infringing or counterfeiting CSA's rights. By law, CSA's remedies against you may include, among other things, monetary damages, costs, and legal fees, an injunction against further infringement, an order to recall the infringing product(s) and corrective advertising.

- **My product meets the CSA standards.**

Even if a product meets the applicable standard(s), use of the certification mark requires permission from CSA. CSA monitors testing facilities responsible for certifying products so that it can verify that the applicable standards are being met. Use of the CSA Mark requires, among other things, periodic re-testing or inspection of the product to verify that the applicable standards are still being met. The value of the CSA Mark to consumers is directly related to CSA's ability to control who uses the CSA Mark.

- **Why can't I use the CSA Mark on my packaging if a component of my product is certified and bears the CSA Mark?**

The CSA Mark may be used on packaging only if the entire product is authorized to bear the CSA Mark. If only one, or even several but not all, components of a product are certified, the CSA Mark still may not be used on the packaging for the entire product. In many cases, components are certified for use only under certain conditions. The way in which the components are combined may not meet the requirements for certification of the overall product.

- **My company did not apply the CSA Mark to the product or packaging.**

In most situations where a product is manufactured overseas, a distributor will deal directly with a trading company, which will deal in turn with the manufacturer. There may be several trading companies involved in the chain of distribution. While any of these companies might be responsible for applying the infringing or counterfeit CSA Mark to the product or packaging, under law, any person who uses an infringing or counterfeit mark in connection with the sale, offer for sale, distribution, or advertisement of goods can be held liable.

- **I didn't know that my supplier was not authorized to use the CSA Mark.**

As indicated above, any person who uses an infringing or counterfeit mark in connection with the sale, offer for sale, distribution, or advertisement of goods can be held liable. This is so, whether or not you had actual knowledge that the use was unauthorized.

- **My supplier/trading company/manufacturer told me that I could apply the CSA Mark to the product or packaging.**

The CSA Mark can be applied only by a party that is specifically authorized to do so. The name of the party authorized to apply the CSA Mark and the description of the product on which the CSA Mark may be used can be found on the CSA Certificate of Compliance. A company should never rely on statements by a supplier, trading company, or manufacturer that the CSA Mark can be applied to a product or packaging. A copy of the Certificate of Compliance should be obtained and CSA's product listing database should be consulted each time an order is placed to verify that the certificate is still valid.

- **My company didn't benefit from having the CSA Mark on the product or packaging.**

In typical situations, an authorized user applies the CSA Mark because consumers recognize the CSA Mark as proof that the product meets health and/or safety requirements. Unauthorized users infringe and counterfeit the CSA Mark for the same reasons.