

Special terms and conditions for chain of custody (CoC) and forest management certifications (FM)



GENERAL

- All prices are exclusive of travel, accommodation and related expenses. All such expenses will be charged at cost
- The certification fees are shown based on our current rates and will be reviewed annually. Any increase will be notified in writing prior to any work, subject to an increased fee, being undertaken
- The annual certification fee is invoiced following the issuance of your certificate and annually thereafter
- The annual certification fee is non-refundable
- Additional fees shall be charged for services that are not included in the proposal, and are required by the accreditation body or standard-setting organization (FSC, PEFC, etc). Examples of such operations are: transaction verification, verification of results from fiber testing, follow-up on incidents and complaints
- External fees like the FSC Accreditation Administration Fee (AAF) and PEFC Notification Fee are additional and collected according to the scheme owner's applicable fee policy, at the time and fee class, which apply to the certificate holder
- Charges may be made for cancellations and the rescheduling of confirmed visit dates
- All outstanding invoices must be paid in full before the issuance of a certificate
- This proposal is valid for 90 days

We recommend that you review the SGS Terms and Conditions for Certification Services and Code of Practice (www.sgs.com/en/terms-and-conditions). These set out, in some detail, how SGS approaches certification and, together with this proposal, will form part of our eventual certification agreement. If any discrepancy between this offer and the SGS Terms and Conditions for Certification Services arises, the terms of this offer shall prevail.

SPECIAL TERMS AND CONDITIONS FOR PEFC CERTIFICATIONS

Current versions of all PEFC scheme documents can be obtained from www.pefc.org.

Once a PEFC certificate is issued, your company is responsible for contacting the relevant PEFC office to directly obtain a PEFC license contract.

SGS is obliged to provide information about the PEFC certification to the PEFC Council and/or PEFC National Governing Bodies, as described in the public PEFC Normative Framework. Particularly, SGS must inform the PEFC about substantiated claims of noncompliance with certification requirements, or complaints against certificate holders.

The accredited SGS office for this service is SGS Société Générale de Surveillance SA, Place des Alpes 1, 1201 Genève, Switzerland. The certification is provided under the accreditation of the Swiss Accreditation Services (SAS). For more information about our accreditations and licenses, please visit www.sgs.com/forestryaccreditations.

SPECIAL TERMS AND CONDITIONS FOR FSC CERTIFICATIONS

Current versions of all FSC scheme documents can be obtained from www.fsc.org.

By entering into a contract with SGS, the company, also referred to as the "client", shall:

- Hold a valid "License Agreement for the FSC Certification Scheme", for the duration of the certificate
- Conform with all applicable certification requirements
- Disclose current or previous applications or certifications with the FSC and/or other forestry certification schemes in the last five years
- Agree that specified information is published, as indicated in the applicable FSC normative documents (standards)
- Consider the participation of observers, as specified in FSC-PRO-01-017
- Agree that a complaint is first handled according to the SGS Complaints, Disputes and Appeals Policy and Process and, if not resolved, referred to ASI and, ultimately, the FSC, in case of a disagreement with audit findings related to FSC normative documents

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- Not use its certification in such a manner as to bring SGS, the FSC or ASI into disrepute, and not make any statement regarding its certification that may be considered misleading or unauthorized
- Record all complaints made known to it relating to conformity with certification requirements. Furthermore, make these records available to SGS, when requested, and:
 - Take appropriate action concerning such complaints and any deficiencies found in products that affect conformity with FSC certification requirements
 - Document the actions taken
- Within ten (10) days, inform SGS of changes in the ownership, structure of the organization (e.g. changes in key managerial staff), certified management systems or circumstances relating to implementing FSC certification requirements
- Agree that, in the case of reduction, suspension or withdrawal of the scope of SGS's FSC accreditation, the certification of the affected clients must be transferred to another certification body or it will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation
- Agree that SGS has the right to delay or postpone its decision on certification, to account for new or additional information, which has not already been considered in its audit report, and which, in the opinion of SGS, could affect the outcome of its evaluation
- Agree that SGS and the FSC have the right to revise the certification requirements within the period of validity of the certification, including the revision of costs and fees
- Agree that SGS, the FSC and ASI have the right to access confidential information, examine documentation deemed necessary and access relevant equipment, location(s), area(s), personnel and bodies providing outsourced services to clients
- Acknowledge that, upon ASI request, certificate holders must immediately provide the following information:
 - Any relevant documents, records, information and data
 - Assistance of any reasonable kind (e.g. arrange transport)
 - Access to its premises, locations and/or equipment
 - Access to the relevant knowledge of its directors, employees and/or other personnel involved in the certification activities carried out under this Agreement, in written or oral form
 - Access to the aforementioned persons for interviews
- Agree that SGS has the right to use information, which is brought to its attention, to follow up on misuses of the FSC trademarks and the intellectual property rights held by the FSC
- Acknowledge the title of the FSC's intellectual property rights and that the FSC retains full ownership of the intellectual property rights, and that nothing shall be deemed to constitute a right for the client to use or cause to be used any intellectual property rights
- Note that SGS may suspend a certificate for a limited period, as mentioned in the SGS Code of Practice and in the case of five new, major nonconformities raised during a single surveillance visit
- Note that SGS may withdraw a certificate, as mentioned in the SGS Code of Practice and in the case of SGS not being able to perform its assessments, as required by the accreditation standards
- Meet the following obligations upon suspension or withdrawal of certification:
 - Immediately cease to make any use of any FSC trademarks, or sell any products previously labeled or marked using the FSC trademarks, or make any claims that imply that they conform with the requirements for certification
 - Identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records
 - Cooperate with SGS and the FSC to allow SGS or FSC to confirm that these obligations have been met
- Meet the following additional obligations on withdrawal of certification:
 - Return the certificate to SGS or destroy the original, and commit to destroying any electronic and printed copies in their possession
 - At its own expense, remove all uses of the FSC's name, initials, logo, certification mark or trademarks

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- Consider, in the case of CoC multisite or group certifications, as well as certifications against the FSC controlled wood standards, that a separate spreadsheet with a detailed audit schedule and calculation of costs, based on currently valid parameters, may be attached to this contract. These parameters are reviewed annually and, in case a revision is required, the spreadsheet may be submitted to the client for approval

The certification is provided under the accreditation of Assurance Services International (ASI). For more information about our accreditations and licenses, please consult www.sgs.com/forestryaccreditations.

SPECIAL TERMS AND CONDITIONS FOR FSC FOREST MANAGEMENT CERTIFICATIONS

Concerning Forest Management evaluations, the following needs to be noted:

- The fees quoted above for a forest management pre-evaluation are based on the information provided in your questionnaire
- The fees quoted for the main evaluation may be modified as a result of the pre-evaluation findings. This may be because of the need for a different evaluation team structure or the time that we need to spend on preparation or the field evaluation. Should there be any such variation, we will provide a modified quotation when we send you the pre-evaluation report
- If, during the desk study, stakeholder consultation, the first main evaluation or subsequent surveillance visits, we detect any deficiencies that require remedying and subsequent re-evaluation, we will charge any additional time for this at our current daily rate plus expenses
- SGS may suspend a certificate for a limited period if two similar major nonconformities are raised during the life cycle of the certificate

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