

Specific condition for FSC™ certification (SF05 FM Part II)

Object

This document is for the purpose to specify relations and mutual obligations between Bureau Veritas Certification and its Client in respect of FSC certification. The following requirements apply to FSC certificate issuance regarding forest management, wood logging, processing, trading or supplying activities conducted by the Client. In case that the Client violates any term provided herein, the Certificate (as defined below) and the certification trademark use right will be suspended or withdrawn by Bureau Veritas Certification.

Bureau Veritas Certification does not practice any form of discrimination such as hidden discrimination by speeding up or delaying the processing of applications, but Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate to a Client when fundamental/ demonstrated reasons exist, such as illegal activities, history of repeated non conformities with the certification requirements and similar issues.

FSC™ certificate issuance

Bureau Veritas Certification, upon the approval from its Certification Decision Making Entity, issues a FSC certificate (the "Certificate") to the Client. This Certificate is identified by a specific registration code. Further to the audits, the Certification Decision Making Entity has the right to decide on the granting, maintaining, conditional maintaining, extending, suspending and withdrawing of the Certificate. At the expiration date of the Certificate, a re-certification audit may be proceeded in order to review the Client's activities and allow a certificate renewal.

Bureau Veritas Certification reserve the right to delay or postpone its decision on certification in order to take proper account of new or additional information which has become available to Bureau Veritas Certification and which has not already been considered in its audit report and which, in the opinion of the Bureau Veritas Certification, could affect the outcome of its evaluation.

In case of damage in the image or in the reputation of the FSC, Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate, with immediate effect, even without FSC official inquiry.

Surveillance audits and random inspection

Surveillance audits will be scheduled each year following the certificate issuance. The conditions and intervention periods of the surveillance audits are specified by FSC requirements of certification and/or by the certification contract.

In case of formal complaint or allegations, Bureau Veritas Certification reserves the right to make, at its expense, unannounced or short notice surveillance audit in both the offices and production sites of the Client.

Bureau Veritas Certification obligations towards the Client

Bureau Veritas Certification undertakes to:

- provide to the Client the necessary information, all applicable standards and normative FSC documents regarding the FSC certification system;
- provide the Client with the contact details as well as the name of the contact person regarding the certification¹;
- organise and conduct audits as specified through the certification contract;
- require appointed auditors to precede the audits under a confidentiality commitment in regard to the Client's operations and the audits results;
- communicate the full audit reports only to the Certification Decision Making Entity, to the ASI and to the FSC;

¹ Bureau Veritas Certification's requirement

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- not communicate the certificate number to the Client before a positive certification decision has been taken by the Certification Decision Making Entity;
- make public the documentation required by the FSC (e.g. FSC FM Public Summary, FSC Controlled Wood Risk Assessment) to be in accordance with the related standards;
- inform the relevant Clients within 30 days (starting from the changes had been approved by the approval body) about the change of the FSC requirements or of the certification system to allow the Client to conform to this change within 12 months of receiving notification, Bureau Veritas Certification reserves the rights to revise the relevant requirements of certification within the period of validity of the certificate;
- inform the relevant Clients within 30 days about the change of the FSC accreditation scope of Bureau Veritas Certification, and the Client have to seek a new FSC-accredited certification body within six (6) months to keep their certificate valid;
- inform the client when Bureau Veritas Certification release confidential information required by law or by contractual arrangements, unless prohibited by law.

Client obligations towards Bureau Veritas Certification

The Client undertakes to:

- enter into and hold a valid 'License Agreement for the FSC Certification Scheme', which is not suspended for the FSC certificate validity period (5 years);
- comply and continue to comply with the FSC requirements of all applicable standards and normative FSC documents for the FSC certificate validity period (5 years);
- comply with the requirements of the new FSC approved standards in accordance with the 'standard effective date' specified in the new standard;
- comply with the new requirements related to the change of the FSC requirements within 12 months upon receipt of notice from Bureau Veritas Certification;
- comply with all conditions set by the Bureau Veritas Certification for the issue of a certificate, comply and continue to comply with all the Bureau Veritas Certifications' conditions for maintaining and re-issuing of the certificate, including but not limited to the full implementation of any actions required to correct minor non-conformances that were identified prior to the issue of the certificate;
- correct any major non-conformances with the applicable standard(s) within the maximum period specified by Bureau Veritas Certification;
- make all necessary arrangements for Bureau Veritas Certification to conduct the audits, evaluation and resolution of complaints;
- respect the present document terms whatever the audits results are;
- satisfy the Bureau Veritas Certification Decision Making Entity's demands and decisions following audits;
- accept FSC decisions in regards to FSC certificate issuance. FSC has power to require the Bureau Veritas Certification Decision Making Entity to suspend or withdraw a certificate;
- not make any claim of conformity (or near conformity) with FSC requirements in the area included in the scope of the evaluation until and unless a certificate is awarded;
- submit, before every new use of FSC trademarks or use of a statement hinting at the certification, a draft that must be approved by Bureau Veritas Certification;
- limit FSC trademarks use or any other FSC Claim to the products included in the certificate scope;
- not use FSC certification in the manner as to bring Bureau Veritas Certification, FSC or ASI into disrepute, and not make any statement regarding to FSC certification which Bureau Veritas Certification may consider misleading or unauthorized;

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- ensure the right to use information which is brought to the attention of Bureau Veritas Certification to follow up on infringements of the FSC Trademarks and of the intellectual property rights held by FSC;
- acknowledge the title of the FSC's intellectual property rights and that FSC shall continue to retain 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 of the intellectual property rights;
- comply with all the Bureau Veritas Certification's and FSC's requirements regarding claims, logos, certification marks or trademarks;
- continues to pay all specified fees and costs in a timely manner;
- inform Bureau Veritas Certification, in writing, within ten (10) days about the possible change of organization, ownership, scope of certification or, if relevant the quality system and any circumstances which have potential impact in regards to FSC requirements conformity as well as to the continued validity of the certifications;
- accept, after the parties' agreement, a new audit when important modifications justify an urgent audit;
- make public the documents as specified by FSC requirements of certification as well as specified by all applicable FSC rules & regulations;
- ensure to Bureau Veritas Certification, ASI and to the FSC a free access to the persons and bodies providing outsourcing services to the client, the sites, relevant equipment, location(s), areas, the documents and confidential information during the certificate validity period and, if a complaint requires extra information, after a certificate suspension or withdrawal;
- send back to Bureau Veritas Certification, in case of certificate withdrawal or termination, the awarded certificates as well as logos, materials and other documents in relation to the use of FSC trademarks and commit to destroy any electronic copies and printed copies in their possession;
- remove at its own expenses all uses of FSC's name, initials, logo, certification mark or trademark from its products, documents, advertising or marketing materials;
- ensure that in case of certificate suspension, withdrawal or termination, cease immediately to make any use of any FSC trademarks, or to sell any product has been previously labelled or marked using the FSC trademark, or to make any claim that they comply with the requirements for certification;
- ensure that in case of certificate suspension or withdrawal, identify all relevant existing customers, and advise those customers of the suspension or withdrawal in writing within three (3) business days of the suspension or withdrawal, and maintain records of that advice;
- cooperate with Bureau Veritas Certification and with FSC in order to allow the Bureau Veritas Certification or FSC to confirm that the obligations have been met;
- allow Bureau Veritas Certification, in the absence of opposite information, to use its name as commercial reference;
- disclose current or previous application or certification with FSC and or other forestry certification schemes in the last five (5) years;
- - agree that ASI could perform a witness audit during Bureau Veritas Certification evaluations;
- accept or justify the refusal of the participation of observers in Bureau Veritas Certification's evaluations;
- keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to Bureau Veritas Certification when requested, and:
 - take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements;
 - document the actions taken;
- If applicable, provide to Bureau Veritas Certification the latest available FSC audit report of the last five (5) years from the applicant in order to consider it in the certification process.

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Fees

Bureau Veritas Certification reserves the rights to revise the costs and fee within the period of validity of the certificate.

The FSC certification includes an annual fee chargeable to the Client (i.e. FSC Annual Administration Fee). This fee is paid to FSC in order to support the core operation of FSC system. The annual amount of the fee corresponds to an annual fixed cost specified in the certification contract. The amount of the annual fee may be modified by the FSC at any time. The non-payment of the annual FSC Fee will lead to the certificate withdrawal.

Certificate extension, reduction, suspension & termination

During its period of validity, the FSC certificate holder may require an extension of the scope of its certificate but cannot extend the period of validity of the certificate. Bureau Veritas Certification reserves the right to inspect the site of the specified operation before agreeing to the scope extension. In case of scope modification requirement, the certificate holder shall return its old certificate in order to receive a new one with the new wording for the scope.

A reduction FSC Forest Management or Chain of Custody certificate scope may also be considered on request from the Client to Bureau Veritas Certification. In case of certificate suspension, the period of suspension cannot exceed 12 months. After this 12-month suspension, the certificate will be terminated. Upon justified and exceptional circumstances the suspension period may be extended to six (6) additional months. In that case, to lift the suspension a surveillance audit and a positive certification decision will have to be performed.

Confidentiality

The parties oblige themselves to handle in a confidential way all subjects under this contract and to take all necessary measures to insure compliance with this commitment.

However, in order to promote the certified products, Bureau Veritas Certification will use the Client name and the contact details and may give information about certified products (products nature and quantity) launch on the market by the Client.

Dispute

The Client has:

- 21 days, after communication of audit reports by Bureau Veritas Certification, to indicate in writing to Bureau Veritas Certification any complaint or disagreement regarding the audit reports and their conclusions;
- 15 days, after notification of Certification Decision Making Entity's decisions, to indicate in writing to Bureau Veritas Certification any appeal, complaint or disagreement regarding such decisions.

After the above periods, the appeals, complaints and disagreement will not be accepted by Bureau Veritas Certification².

Bureau Veritas Certification will make the necessary to resolve the disputes, according to the Bureau Veritas Certification's complaints and appeals procedure, however if an agreement cannot be found after the parties' negotiation, the complaint will have to be sent to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents.

² Bureau Veritas Certification's requirement