

NEPCon Certification Agreement

This certification agreement (the "Agreement") is entered into by and between:

NEPCon OÜ, an Estonian limited liability company ("NEPCon"); registration number 10835645; VAT number EE100736494; address Filosoofi 31, Tartu, Estonia.

AND

full legal name of the client ("Organisation"); registration number (please enter registration number) [Click here to enter text.](#); VAT number (if different, please enter VAT number); [Click here to enter text.](#) address of the client.

NEPCon and the Organisation are collectively referred to as "Parties" and may be individually referred to as "Party".

1. Terms

- 1.1 As used in the Agreement, these terms have the following meanings when capitalized:

Accreditation Body - refers to any authoritative or third-party body that performs accreditation or approval of NEPCon as a certification body.

Agreement - refers to this Agreement including Appendices to this Agreement, any documents included or referred to in this Agreement and any documents executed by the Parties modifying, varying or replacing this Agreement.

Audit Plan - refers to the document provided to the Organisation by NEPCon to allow the Organisation to plan and prepare for the audit. The Audit Plan details the audit duration, audit location, audit criteria, audit team composition, audit agenda, and any other relevant information. The Audit Plan is

NEPCon Certificeringsaftale

Denne certificeringsaftale ("aftalen") indgås mellem følgende parter:

NEPCon OÜ, et estisk anpartsselskab ("NEPCon"); CVR: 10835645; momsnr.: EE100736494; adresse: Filosoofi 31, Tartu, Estland.

OG

full legal name of the client ("Organisationen"); CVR: [Click here to enter text.](#); momsnr. (hvis forskelligt fra CVR): [Click here to enter text.](#); adresse: [Click here to enter text.](#)

Begge parter benævnes kollektivt "Parterne", eller individuelt som "Parten".

1. Betingelser

- 1.1 Termer i denne Aftale har følgende betydning, når de skrives med stort begyndelsesbogstav:

Akkrediteringsorgan - henviser til enhver autoritativ eller tredjepartsinstans, der udfører akkreditering eller godkendelse af NEPCon som certificeringsorgan.

Aftale - henviser til denne Aftale, herunder bilag til denne Aftale, eventuelle dokumenter, der er medtaget eller omtalt i denne Aftale, og eventuelle dokumenter, der udfærdiges af Parterne, som ændrer, forandrer eller erstatter denne Aftale.

Auditplan - henviser til det dokument, som NEPCon har leveret til Organisation, for at Organisation kan planlægge og forberede sig på audit. Auditplanen beskriver varigheden, stedet og kriterierne for audit, samt auditholdets sammensætning, auditprogram og andre relevante oplysninger. Auditplanen er integreret ved

incorporated by reference into this Agreement.

Certification Requirements - refers to policies, standards, procedures, directives, and any other normative documents applicable to the certification of the Organisation. The current versions of all normative documents can be found on NEPCon's and/or the relevant Certification Scheme Owner's website. NEPCon also maintains Service Fact Sheets that include additional conditions and information related to specific certification and verification services. The applicable Service Fact Sheets are incorporated by reference into this agreement.

Certification Scheme Owner - refers to the Organisation responsible for developing and maintaining a certification system for those certification services provided by NEPCon, e.g., Forest Stewardship Council® (FSC), Programme for the Endorsement of Forest Certification (PEFC), Sustainable Biomass Program (SBP), etc. For certain certification and verification services NEPCon offers, NEPCon is accredited or recognized by a third-party Organisation.

Certification Scope - defines the boundaries and extent of the certification in relation to the activities, sites, processes and products of the Organisation. The scope of the Organization certificate is detailed in the latest certification report prepared by NEPCon or on the NEPCon website or on the website of the Certification Scheme Owner.

Competent Authorities - Nationally appointed authorities responsible for the implementation of the European Union (EU) Timber Regulation in each EU Member State.

EU Timber Regulation - REGULATION (EU) No 995/2010 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20

henvielse i denne Aftale.

Certificeringskrav - henviser til politikker, standarder, procedurer, direktiver og andre normative dokumenter, der er relevante i forbindelse med certificering af Organisationen. De gældende versioner af alle normative dokumenter findes på NEPCons og/eller den relevante Certificeringsordning-ejers hjemmeside. NEPCon vedligeholder også Service Fact Sheets, der indeholder yderligere betingelser og informationer vedrørende specifikke certificerings- og verifikationstjenester. De gældende Service Fact Sheets er indarbejdet ved henvisning i denne aftale

Certificeringsordning-ejer - henviser til den Organisation, der er ansvarlig for at udvikle og vedligeholde et certificeringssystem for de certificeringstjenester, der leveres af NEPCon, f.eks. Forest Stewardship Council® (FSC), Programme for the Endorsement of Forest Certification (PEFC), Sustainable Biomass Program (SBP), m.fl. For visse af de certificerings- og verifikationsydelser som NEPCon tilbyder, er NEPCon akkrediteret eller godkendt af en tredjeparts-Organisation.

Certifikatets Omfang - afgrænser og definerer hvad certifikatet dækker, herunder hvilke af Organisationens aktiviteter, lokaliteter, processer og produkter, som er omfattet af certificering. Certifikatets Omfang er enten angivet i den seneste certificeringsrapport udarbejdet af NEPCon eller på NEPCons eller Certificeringsordning-ejerens hjemmeside.

Kompetente Myndigheder - Nationale myndigheder, der er ansvarlige for implementeringen af den Europæiske Unions (EU) Tømmerforordning i hver EU-medlemsstat.

EU's Tømmerforordning - EUROPA-PARLAMENTETS OG RÅDETS FORORDNING (EU) Nr. 995/2010 af 20. oktober 2010 om

October 2010 laying down the obligations of operators who place timber and timber products on the market, and any other delegated regulations as applicable.

Monitoring Organisation - NEPCon has been recognised by the European Commission (EC) to operate formally as a Monitoring Organisation under the EU Timber Regulation. The role of the Monitoring Organisation is to provide and verify implementation of due diligence systems to meet the requirements of the EU Regulation 995/2010. Organisation conformance to the NEPCon LegalSource™ certification requirements is a pre-requisite to use NEPCon as a Monitoring Organisation. Appendix A outlines specific requirements that are only applicable to Organisations that want to use NEPCon as a Monitoring Organisation; Appendix A is not applicable for other situations. Organisations applying for Monitoring Organisation services shall agree to all clauses in this Agreement, including Appendix A.

Monitoring Services - refers to any service provided by NEPCon where NEPCon formally acts as the Monitoring Organisation of the Organisation. For consistency the term certification services also refer to monitoring services, where this is applicable.

NEPCon - refers to NEPCon OÜ, a limited liability Organisation registered in Tartu, Estonia, and wholly owned daughter company of the non-profit Organisation Nature Economy and People Connected (NEPCon), registered in Denmark under the registration number 18044633. Services covered by this Agreement may be offered by NEPCon, NEPCon OÜ or by any of NEPCon's other daughter companies (together, "NEPCon"). NEPCon OÜ retains all of the primary certification functions and responsibilities for certification and verification services where NEPCon OÜ is

fastsættelse af krav til virksomheder, der bringer træ og træprodukter i omsætning, og eventuelle andre delegerede forordninger som gældende.

Overvågningsorgan - NEPCon er anerkendt af Europa-Kommissionen som Overvågningsorgan i henhold til EU's Tømmerforordning. Overvågningsorganets rolle er at levere og verificere implementering af due diligence-systemer, der opfylder kravene i EU-forordning 995/2010. For at kunne bruge NEPCon som Overvågningsorgan skal Organisationen efterleve NEPCon LegalSource™ certificeringskrav. Bilag A beskriver specifikke krav, som kun gælder for Organisationer, der ønsker at bruge NEPCon som Overvågningsorgan; Bilag A gælder ikke for andre situationer. Organisationer, der ansøger om Overvågningsorgan-tjenester, skal acceptere alle klausuler i denne Aftale, herunder Bilag A.

Overvågningstjenester - henviser til enhver tjeneste, der leveres af NEPCon, hvor NEPCon formelt fungerer som Organisationens Overvågningsorgan. Udtrykket certificeringstjenester henviser også til overvågningstjenester, hvor dette er relevant.

NEPCon - henviser til NEPCon OÜ, et aktieselskab registreret i Tartu, Estland, som er et datterselskab ejet 100% af non-profit Organisation Nature Economy and People Connected (NEPCon), der er registreret i Danmark med CVR-nr. 18044633. Tjenesteydelser omfattet af denne Aftale kan leveres af NEPCon, NEPCon OÜ eller andre af NEPCons datterselskaber (kollektive benævnt „NEPCon“). I tilfælde, hvor NEPCon OÜ fungerer som certificerings-organ, varetager NEPCon OÜ det primære ansvar for alle certificeringsorganets funktioner.

the certification body.

Proposal - refers to the written document specifying the scope and costs of the services to be provided by NEPCon, signed and accepted by the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the scope or cost of services provided are incorporated by reference into this Agreement.

Termination (of certificate) - refers to a case where the certificate is permanently withdrawn. Termination can be voluntary (requested by the Organisation) or initiated by NEPCon.

Suspension (of certificate) - refers to a case where the validity of the certificate is temporarily suspended. Suspension can be voluntary (requested by the Organisation) or initiated by NEPCon. No claims may be made by the Organisation in relation to the certificate, certified products or certified status while the certificate is Suspended. The certificate may be reinstated based on a reinstatement audit.

Tilbud - henviser til det skriftlige dokument, der angiver omfanget af og omkostningerne for de tjenester, som skal leveres af NEPCon, underskrevet og accepteret af Organisationen. Tilbuddet samt eventuelle ændringer af Tilbuddet for at afspejle ændringer i omfang eller omkostninger af ydelser er integreret ved henvisning i denne Aftale.

Terminering (af certifikat) - henviser til tilfælde, hvor et certifikat termineres permanent. Terminering kan ske på frivillig basis (på Organisationens anmodning) eller på NEPCons initiativ.

Suspendering (af certifikat) - henviser til tilfælde hvor certifikatets gyldighed suspenderes midlertidigt. Suspendering kan være frivillig (på Organisationens anmodning) eller ske på NEPCons initiativ. Organisationen må ikke bruge udsagn eller betegnelser vedrørende certifikatet, certificerede produkter eller certificerings-status, så længe certifikatet er Suspenderet. Certifikatet kan genaktiveres på grundlag af et særligt audit.

2. General information

2.1 NEPCon has adopted and implemented the following five policies, all available at www.nepcon.org:

- a) The **Anti-Corruption Policy** establishes controls to ensure that personnel behave in an ethical manner and NEPCon complies with all applicable laws to prevent acts of bribery, corruption, and fraud;
- b) the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard NEPCon impartiality in all certification activities;
- c) the **Confidentiality Policy** safeguards the confidentiality of any applicable Organisation information;

2. Generel information

2.1 NEPCon har vedtaget og implementeret følgende fem politikker, der alle er tilgængelige på www.nepcon.org:

- a) **Anti-korrupsionspolitik** - etablerer kontrolmekanismer til at sikre, at personalet optræder etisk og at NEPCon overholder al gældende lovgivning, der skal forhindre bestikkelse, korruption og svig;
- b) **Uvildighedspolitik** - definerer interessekonflikter samt de foranstaltninger, der er truffet for at sikre NEPCons uvildighed i alle certificeringsaktiviteter;
- c) **Fortrolighedspolitik** - sikrer fortroligheden af alle relevante oplysninger om Organisation;

- d) the **Dispute Resolution Policy** describes the way in which NEPCon handles any disputes raised, including any appeals or complaints submitted to NEPCon by the Organisation (and any other stakeholder), and describes the process in place for resolving these disputes; and
- e) The **Policy of Association** in which NEPCon reserves the right to disassociate itself from any Organisation which is in violation of the principles of this policy.

2.2 NEPCon maintains information about its management, structure, activities, and people responsible for key decisions related to certification at www.nepcon.org.

3. Obligations of NEPCon

3.1. NEPCon agrees to:

- a) maintain the necessary systems, competence and qualified personnel to conduct the audits under the offered certification services;
- b) maintain the required accreditations, authorisations, or recognitions to carry out the certification services it offers;
- c) provide the public with information about the certification services offered and NEPCon policies, all available at www.nepcon.org;
- d) prepare and submit an audit report to the client which forms the basis for a decision to issue, maintain, Suspend or Terminate a certificate. The Organisation will be provided the opportunity to review the report before the decision is taken; and
- e) make the information about the certified status of the Organisation and the certificate scope publicly available through the public database designated by the Certification Scheme Owner or on NEPCon's website or both.

- d) **Konflikthåndteringspolitik** - beskriver den måde, hvorpå NEPCon håndterer eventuelle uenigheder, herunder eventuelle klager eller appeller som Organisationen (eller enhver anden interessent) har indgivet til NEPCon, samt beskriver processen for at løse sådanne konflikter; og
- e) **Politik for samarbejde**, i hvilken NEPCon forbeholder sig retten til at afbryde samarbejdet med Organisationer, der er i konflikt med de grundlæggende principper beskrevet i dokumentet.

2.2 NEPCon offentliggør information om dens ledelse, struktur, aktiviteter og personer, der er ansvarlige for centrale beslutninger vedrørende certificering, på hjemmesiden www.nepcon.org.

3. NEPCons forpligtelser

3.1. NEPCon vil:

- a) opretholde systemer, kompetencer og kvalificeret personale nødvendige for gennemførelse af auditering under de tilbudte certificeringstjenester;
- b) opretholde de akkrediteringer, godkendelser eller anerkendelser, som er nødvendige for at kunne udføre de certificeringstjenester, vi tilbyder;
- c) offentliggøre information om de certificeringstjenester, vi tilbyder, samt om NEPCons politikker på hjemmesiden www.nepcon.org;
- d) udarbejde og levere en auditrapport til kunden, som danner grundlag for en beslutning om at udstede, opretholde, Suspendere eller Terminere et certifikat. Organisationen vil have mulighed for at gennemgå rapporten, før beslutningen træffes; og
- e) gøre oplysninger om Organisationens certificeringsstatus og certifikatets afgrænsning offentligt tilgængelige via den offentlige database udpeget af Certificeringsordning-ejeren eller på NEPCons hjemmeside eller begge dele.

- 3.2 In case the scope of NEPCon's accreditation is reduced, Suspended or Terminated, NEPCon will inform the Organisation within thirty (30) days. For FSC services, the Organisation shall have 6 months from the date of any such reduction, Suspension, or Termination to transfer its valid certificates to another accredited certification body. In case the scope of NEPCon's RSPO accreditation is reduced, Suspended or Terminated, Organisation's RSPO certificate will remain valid until the next annual audit date.

In case when NEPCon's RSPO accreditation is Suspended or Terminated within four months of Organisation's next annual audit date, the Organisation is given 3-month extension from the expiry date of certificate by RSPO. NEPCon will inform the Organisation within 14 days of this change in status and will comply with the Accreditation Body's and RSPO's requirements for transfer of the certificate to other accredited certification body. If an audit is being performed before the Suspension or Termination date, but the certification process has not been completed, the RSPO Secretariat together with the Accreditation Body will decide about the continuation of the process.

4. Obligations of Organisation

- 4.1 The Organisation agrees to:
- a) disclose any current or previous applications for certification or certifications held within the last five years;
 - b) conform to all the Certification Requirements, which may be amended from time to time, and to conform to the revised versions of the Certification Requirements within the timeframes specified;
 - c) cooperate with NEPCon or, if applicable,

- 3.2 I tilfælde af, at omfanget af NEPCons akkreditering reduceres, Suspenderes eller Termineres, vil NEPCon informere Organisation herom inden for tredive (30) kalenderdage. Organisation vil derefter have 6 måneder fra datoen for en sådan reduktion, Suspendering eller Terminering til at overføre sine gyldige certifikater til et andet akkrediteret certificeringsorgan.

I tilfælde af at omfanget af NEPCons RSPO-akkreditering er reduceret, Suspenderet eller Termineret, vil Organisationens RSPO-certifikat forblive gyldigt indtil næste årlige auditdato. I tilfælde af, at NEPCons RSPO-akkreditering Suspenderes eller Termineres inden fire måneder før Organisationens næste årlige audit, får Organisation en 3-måneders forlængelse fra udløbsdatoen for certifikatet fra RSPO. NEPCon vil informere Organisation inden 14 dage efter denne statusændring og vil overholde akkrediteringsorganets og RSPO's krav til overførsel af certifikatet til andre akkrediterede certificeringsorganer. Hvis et audit udføres inden suspensions- eller termineringsdagen, men certificerings-processen ikke er gennemført, beslutter RSPO's sekretariat sammen med akkrediteringsorganet om fortsættelse af processen.

4. Organisationens forpligtelser

- 4.1 Organisation vil:
- a) offentliggøre eventuelle nuværende eller tidligere ansøgninger om certificering eller opnåede certificeringer i løbet af de sidste fem år;
 - b) opfylde alle Certificerings-kravene, som eventuelt kan ændre sig fra tid til anden, og opfylde reviderede Certificerings-krav inden for de angivne tidsrammer;
 - c) samarbejde med NEPCon eller, hvis relevant,

- the Certification Scheme Owner or Accreditation Body, to make any necessary arrangements to schedule and conduct audits, and make any arrangements for participation of observers, if applicable;
- d) provide NEPCon, Certification Scheme Owner, or Accreditation Body personnel or authorized representatives access to any facilities, information, documents and personnel and to the Organisation's subcontractors, insofar as it is necessary to evaluate and verify compliance of the Organisation with the Certification Requirements. NEPCon and the Certification Scheme Owner shall have the right to use and process any information relating to the Organisation or provided by the Organisation. For Sustainable Biomass Program applicants and subsequent certificate holders only, this information includes but is not limited to: any Supply Base Report; NEPCon public summary reports; data required by Sustainable Biomass Program for greenhouse gas calculations and regulatory reporting; and any data required by Sustainable Biomass Program to be supplied to the Organisation's customers with each batch of biomass sold;
- e) undergo surveillance audits, as determined by NEPCon. The details of the surveillance audits, including audit duration, location, and audit team composition, are in individual Audit Plans which are provided to the Organisation in advance of each audit and are incorporated by reference herein;
- f) acknowledge that NEPCon, Accreditation Body and/or Certification Scheme Owner reserve the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance and/or protect the integrity of NEPCon's reputation and its
- Certificeringsordning-ejeren eller Akkrediteringsorganet, om planlægning og gennemførelse af audits, samt deltagelse af observatører hvis det er relevant;
- d) give NEPCon, Certificerings-ordning-ejer eller akkrediterings-organets personale eller autoriserede repræsentanter adgang til alle faciliteter, informationer, dokumenter og personale samt til organisationens underleverandører, for så vidt som det er nødvendigt for at evaluere og verificere organisationens overholdelse med certificeringskravene. NEPCon og certificeringsordning-ejer skal have ret til at anvende og behandle oplysninger, der vedrører organisationen eller leveres af organisationen. For ansøgere om bæredygtige biomasseprogrammer og efterfølgende certifikatindehavere indbefatter disse oplysninger, men er ikke begrænset til: enhver Supply Base rapport; offentlige resuméer udarbejdet af NEPCon; data, der kræves af Bæredygtigt Biomasseprogram for beregning af drivhusgasser og regulerende rapportering og alle data, der kræves af Bæredygtigt Biomasseprogram, der skal leveres til organisationens kunder med hvert parti af solgt biomasse
- e) undergå audits, som fastsat af NEPCon. Oplysninger om audits, herunder varighed, lokalitet og auditholdets sammensætning, findes i individuelle Auditplaner, der fremsendes til Organisationen forud for hvert audit og er integreret heri ved henvisning;
- f) anerkende, at NEPCon, akkrediteringsorgan og / eller certificeringsordning-ejer forbeholder sig ret til at foretage besøg med kort varsel og uanmeldte besøg på stedet, når det anses for nødvendigt for at verificere overensstemmelse og / eller beskytte integriteten af NEPCons omdømme og

related trademarks and logos, as well as the reputation of the Certification Scheme Owner and its related trademarks and logos. The Organisation agrees to cooperate with NEPCon to facilitate such visits and to disclose all information required to conduct the evaluation

- g) address any non-conformities identified by NEPCon or other parties (such as Accreditation Bodies) in relation to the Certification Requirements, within the timeframes specified and in an appropriate manner, and to make related evidence accessible to NEPCon
- h) not edit any certification documents (for example, certification reports or certificates) and to provide any copies of certification documents in their entirety, or to such an extent as to avoid misleading those receiving the certification documents
- i) handle any complaints per NEPCon's Dispute Resolution Policy, which only if not resolved shall then be referred to the Accreditation Body or Certification Scheme Owner, and keep a record of any complaints it receives in relation to its conformance with the Certification Requirements, respond to the complaints, to take appropriate actions and to maintain written records of the actions taken and the final outcome of the complaint. The Organisation shall make these records available to NEPCon upon request
- j) not to undertake any activities or make any claims, which may harm the reputation of NEPCon, Accreditation Body or the Certification Scheme Owner; and
- k) conform to all requirements in attached Appendices when applicable to certification scheme and scope of services.

tilhørende varemærker og logoer samt omdømme af certificeringsordning-ejer og dets tilknyttede varemærker og logoer. Organisationen indvilliger i at samarbejde med NEPCon for at muliggør sådanne besøg og at videregive alle de oplysninger, der er nødvendige for at gennemføre evalueringen

- g) rette eventuelle afvigelser identificeret af NEPCon eller andre parter (såsom Akkrediteringsorganer) i forhold til Certificeringskravene, inden for de fastlagte frister og på passende vis, og stille dokumentation for rettelserne til rådighed for NEPCon;
- h) ikke redigere nogen certificeringsdokumenter (for eksempel certificeringsrapporter eller certifikater) og vil fremlægge kopier af certificeringsdokumenter i deres helhed eller i et sådant omfang, at man undgår vildledende personer, der modtager certificeringsdokumenterne
- i) håndtere eventuelle klager i overensstemmelse med NEPCons Konflikt håndteringspolitik - kun hvis de ikke kan løses på denne vis henvises klager til Akkrediterings-organet eller Certificeringsordning-ejeren - og føre et register over eventuelle klager, der modtages i forbindelse med Organisationens opfyldelse af Certificeringskravene, reagere på klagerne, træffe passende foranstaltninger, og føre skriftlige optegnelser over foranstaltninger, der er truffet, samt det endelige resultat af klagen. Organisationen skal stille disse optegnelser til rådighed for NEPCon på anmodning; og
- j) ikke udføre aktiviteter eller fremsætte påstande, som kan skade NEPCons, Akkrediteringsorganets eller Certificeringsordning-ejerens omdømme.
- k) opfylder alle krav i vedhæftede bilag, når det er relevant for certificeringsordningen og afgrænsning af ydelser.

4.2 The Organisation agrees to notify NEPCon as soon as possible, and no later than ten (10) working days, of any fundamental changes which may affect its ability to conform to the Certification Requirements. Such changes may include, but are not limited to, changes in:

- a) the legal status or ownership of the Organisation;
- b) the Organisation's management structure;
- c) the production process, products or product selection;
- d) insolvency, bankruptcy, closure and other similar events;
- e) the production/operating locations; and
- f) the quality management system, to such an extent that conformance to Certification Requirements is endangered

4.2 Organisationen vil hurtigst muligt og inden for ti (10) arbejdsdage informere NEPCon om grundlæggende ændringer som eventuelt kan påvirke dens evne til at opfylde Certificeringskravene. Sådanne ændringer kan omfatte, men er ikke begrænset til, ændringer indenfor:

- a) Organisationens ejerskab eller juridiske status;
- b) Organisations- og ledelsesstruktur;
- c) produktionsprocesser, produkter eller produktlinjer;
- d) insolvens, fallit, lukning eller lignende hændelser;
- e) produktionssteder; samt
- f) ændringer i kvalitetssikrings-systemet, som er så omfattende, at det kan svække Organisationens evne til at opfylde certificerings-kravene.

5. Payment and fees

5.1 The Organisation agrees to pay costs related to all audits and audit activities, including unanticipated audit costs that are due to the discovery or disclosure of information not known or considered by NEPCon during the preparation of the Proposal and which requires additional site visits or further investigation. The service scope and costs are detailed in the written Proposal sent to the Organisation by NEPCon, and incorporated by reference herein. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, are confirmed with the Organisation before the Organisation becomes liable to pay the costs.

5.2 Organisation will pay any fees required by the relevant Certification Scheme Owner and/or Accreditation Body according to the schedule determined by the Certification Scheme Owner and/or Accreditation Body.

5. Betaling og gebyrer

5.1 Organisationen vil betale omkostninger forbundet med alle audits og auditaktiviteter, herunder uventede auditomkostninger, der skyldes opdagelse eller offentliggørelse af oplysninger, som NEPCon ikke kendte til eller ikke tog i betragtning under udarbejdelsen af Tilbuddet, og som nødvendiggør yderligere besøg eller yderligere undersøgelser. Tjenesteomfanget og omkostningerne er beskrevet i det skriftlige Tilbud, som NEPCon har sendt til Organisationen, og er integreret heri ved henvisning. Alle omkostninger, bortset fra omkostninger i forbindelse med uanmeldte besøg på stedet som angivet i punkt 4.1 f) ovenfor, bekræftes af Organisationen, før Organisationen bliver forpligtet til at betale omkostningerne.

5.2 Organisationen vil betale alle gebyrer, der kræves af den relevante Certificeringsordning-ejer og/eller Akkrediteringsorgan i overensstemmelse med tidsfristerne fastlagt af Certificeringsordning-ejeren og/eller Akkrediteringsorganet. Organisationen

Organisation acknowledges that the Certification Scheme Owner and/or Accreditation body may amend its fees from time to time and such amendments are not within the control of NEPCon.

anerkender, at Certificeringsordning-ejeren og/eller Akkrediteringsorganet kan ændre deres gebyrer fra tid til anden, og at sådanne ændringer ikke er under NEPCons kontrol.

6. Certificate validity and scope

6.1 The basis for issuing a certificate is a positive certification decision, which is taken by an appointed NEPCon personnel. The certification decision is made taking into account the certification report and the recommendation of the audit team. NEPCon has the right to delay or postpone its certification decision in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of NEPCon, could affect the outcome of its evaluation.

6.2 The Organisation acknowledges that the certification process is not complete until the Organisation has been issued a certificate registration code by NEPCon. The certificate registration code will be issued upon a positive certification decision being reached and once this Agreement has been signed and all pending costs and fees have been paid.

6.3 The Organisation acknowledges that NEPCon shall not be obliged to enter into or maintain any commercial or other relationship with the Organisation or issue a certificate previously issued to the Organisation.

6.4 The length of validity of a certificate depends on the Certification Requirements, unless Suspended or Terminated early. After this period of validity, a certificate expires and is automatically Terminated. If the Organisation desires to maintain its certificate, a re-assessment is required. A new certificate is issued upon the Organisation achieving a

6. Certificeringens gyldighed og afgrænsning

6.1 Grundlaget for udstedelse af et certifikat er en positiv beslutning om certificering. Beslutningen tages af de medarbejdere, der er udpeget hertil af NEPCon. Beslutningen træffes på grundlag af certificeringsrapporten og auditholdets anbefaling. NEPCon har ret til at forsinke eller udsætte sin certificeringsbeslutning for at tage hensyn til nye eller yderligere oplysninger, som ikke allerede er blevet taget i betragtning under udarbejdelse af auditrapporten, og som ifølge NEPCon kunne påvirke resultatet af evalueringen.

6.2 Organisation anerkender, at certificeringsprocessen først er tilendebragt, når Organisationen har modtaget en certificeringskode fra NEPCon. Certificeringskoden udstedes på grundlag af en positiv beslutning om certificering, og først når denne aftale er underskrevet og alle omkostninger og afgifter er betalt.

6.3 Organisationen anerkender, at NEPCon ikke er forpligtet til at indgå eller opretholde handelsmæssige eller andre forbindelser til Organisationen eller til at udstede et certifikat, der tidligere er udstedt til Organisationen.

6.4 Et certifikats gyldighedsperiode afhænger af Certificeringskravene, medmindre certifikatet Suspenderes eller Termineres tidligt. Efter denne gyldighedsperiode udløber et certifikat og Termineres automatisk. Hvis Organisationen ønsker at bevare sit certifikat, kræver dette en reevaluering. Et nyt certifikat udstedes hvis/når Organisationen opnår en positiv

positive certification decision. In order to avoid a gap in certification, the re-assessment shall be conducted, and the new certificate shall be issued, prior to the Termination date of the existing certificate.

certificeringsbeslutning. For at undgå en pause i certificeringen skal reevalueringen udføres og det nye certifikat udstedes inden udløbsdatoen for det eksisterende certifikat.

6.5 NEPCon will send a notification directly to the Organisation announcing issuance, Suspension or Termination of any certificate(s). The Organisation acknowledges that such notifications are also the basis for communicating any changes in the validity and number of certificates, under this Agreement.

6.5 NEPCon sender en meddelelse direkte til Organisationen for at underrette den om udstedelse, Suspending eller Terminering af certifikater. Organisationen anerkender, at sådanne meddelelser også er grundlaget for at formidle ændringer i gyldigheden og antallet af certifikater i henhold til denne Aftale.

6.6 The Organisation agrees that NEPCon is not obligated to issue or maintain certification if the activities of the Organisation conflict with the obligations of NEPCon as specified in its accreditation agreement with an Accreditation Body, or which, in the sole opinion of NEPCon reflect badly on the good name of NEPCon.

6.6 Organisationen er indforstået med, at NEPCon ikke er forpligtet til at udstede eller opretholde certificering, hvis Organisationens aktiviteter er i strid med NEPCons forpligtelser som angivet i dens akkrediteringsaftale med et Akkrediterings-organ, eller efter NEPCons mening reflekterer dårligt på NEPCon.

6.7 The Organisation acknowledges that meeting all Certification Requirements and timely payment of all certification costs and fees is a requirement for maintaining a valid certificate.

6.7 Organisationen er indforstået med, at opretholdelsen af et gyldigt certifikat kræver opfyldelse af samtlige Certificeringskrav, samt rettidig betaling af alle omkostninger og gebyrer.

6.8 The Organisation agrees to notify NEPCon about any desired changes to the Certification Scope before these changes are implemented. NEPCon will evaluate the need for additional audit activities, if any, and will agree with the Organisation the steps that need to be taken before the scope can be changed.

6.8 Organisationen vil informere NEPCon om eventuelle ønsker om ændringer i Certifikatets Omfang, før ændringerne implementeres. NEPCon vil herefter evaluere behovet for yderligere auditering, og aftale med Organisationen hvilke tiltag, der skal gennemføres, inden ændringen af Certifikatets Omfang kan træde i kraft.

7. Certificate Termination and Suspension

7. Terminering og suspending af certifikat

7.1 Upon written notice to Organisation, NEPCon may Terminate or Suspend a certificate on any of the grounds listed in section 11.2.

7.1 Efter skriftlig meddelelse til Organisationen kan NEPCon Terminere eller Suspendere et certifikat af de grunde, der er anført i afsnit 11.2.

7.2 Upon Suspension or Termination of the certificate, the Organisation agrees to immediately take the following steps:

- a) cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
- b) cease usage of any claims, labelling or advertising in relation to its certification and certified status;
- c) at its own expense remove all uses of names, initials, logos, certification marks or other trademarks of NEPCon and the Certification Scheme Owner from its products, documents, advertising and/or marketing materials, and business-to-business communications;
- d) where required by the Certification Scheme Owner or NEPCon, inform relevant customers about the Suspension or Termination within three (3) days of Suspension or Termination, and maintain records of such notification;
- e) to destroy the issued original certificate and all copies; and
- f) cooperate with NEPCon and the relevant Certification Scheme Owner and/or Accreditation Body to confirm that these obligations have been met.

7.2 Ved Suspendering eller Terminering af certifikatet vil Organisationen omgående tage følgende skridt:

- a) ophøre med at sælge produkter som certificerede (relevant ved produkt-certificering) samt tage skridt til at fjerne al relateret information;
- b) ophøre med at anvende betegnelser, labels eller markedsføring vedrørende dens certificering eller certificerings-status;
- c) for egen regning fjerne al anvendelse af navne, initialer, logoer, certificeringsmærker samt andre af NEPCons og Certificeringsordning-ejerens varemærker fra produkter, dokumenter, marketing- og/eller PR-materialer samt business-to-business kommunikation;
- d) hvis Certificeringsordning-ejeren eller NEPCon kræver det, informere relevante kunder om Suspenderingen eller Termineringen inden for tre (3) dage efter Suspenderingen eller Termineringen og føre fortegnelser over en sådan meddelelse;
- e) destruere det udstedte originale certifikat og alle kopier deraf;
- f) samarbejde med NEPCon og den relevante Certificeringsordning-ejer og/eller Akkrediteringsorgan om at sikre, at disse forpligtelser er opfyldt.

8. Certification claims and trademark usage

8.1 For as long as it is in compliance with its obligations during the term of this Agreement, the Organisation may make public statements regarding its participation in the relevant certification service and its certified status according to the rules of NEPCon and the Certification Scheme Owner.

8.2 As a certificate holder, the Organisation agrees to accurately and fairly represent its

8. Anvendelse af betegnelser og varemærker

8.1

Så længe Organisationen opfylder sine forpligtelser i denne Aftales løbetid, kan Organisationens fremsætte offentlige erklæringer om sin deltagelse i den relevante certificeringsservice og dens certificeringsstatus i henhold til NEPCon og Certificeringsordning-ejerens regler.

8.2 Som certifikatindehaver vil Organisationens omtale Certifikatets Omfang præcist og retvisende. Det

Certification Scope, including the products, sites and activities within the scope. The Organisation must restrict the representation of its certification to relate only to conformance to the relevant Certification Requirements and not in relation to any other characteristics.

gælder såvel produkter som lokaliteter og aktiviteter omfattet af certifikatet. Organisationen skal begrænse omtalen af sin certificering til overholdelse af de relevante Certificeringskrav, og ikke til andre aspekter.

8.3 The Organisation shall ensure that any public usage of the name, logo or trademarks of NEPCon, the Certification Scheme Owner or the Accreditation Body shall be previously reviewed and approved in writing by NEPCon if applicable.

8.3 Organisationen skal sikre sig at al offentlig brug af NEPCons, Certificeringsordning-ejerens eller Akkrediteringsorganets navn, logo eller varemærker vurderes og forhåndsgodkendes skriftligt af NEPCon, hvis relevant.

8.4 The Organisation acknowledges the Certification Scheme Owner's intellectual property rights and that the Certification Scheme Owner 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.

8.4 Organisationen anerkender Certificerings-ordning-ejerens intellektuelle ejendoms-rettigheder, samt at Certificeringsordning-ejeren fortsat skal beholde fuldt ejerskab af de intellektuelle ejendomsrettigheder, og at intet skal anses for at udgøre en ret til, at kunden kan anvende eller forårsage anvendelse af nogen af de intellektuelle ejendomsrettigheder.

8.5 NEPCon reserves the right to follow-up on information obtained regarding infringements of a Certification Scheme Owner's or Accreditation Body's trademarks or intellectual property rights.

8.5 NEPCon forbeholder sig retten til at følge op på oplysninger vedrørende krænkelse af varemærker eller intellektuelle ejendomsrettigheder, der tilhører en Certificeringsordning-ejer eller et Akkrediteringsorgan.

9. Confidentiality and public information

9. Fortrolighed og offentligt tilgængelig information

9.1 Neither Party to this Agreement shall disclose or publish any information identified as confidential by either party, without consent of the other party, except in the following cases:

9.1 Ingen af parterne i denne Aftale må videregive eller offentliggøre information, der er klassificeret som fortrolig af en af parterne, uden samtykke fra den anden part, med undtagelse af følgende tilfælde:

- a) the information is required to be made publicly available by the Certification Scheme Owner or the Accreditation Body;
- b) the information is already available in the public domain; or
- c) it is legally required to disclose the

- a) enten Certificeringsordning-ejeren eller Akkrediteringsorganet kræver informationen offentliggjort;
- b) informationen er i forvejen tilgængelig i det offentlige rum; eller
- c) der er et lovkrav om at offentliggøre

information.

9.2 The Organisation agrees that NEPCon designated personnel, as well as personnel and authorized representatives of the Certification Scheme Owner and the Accreditation Body, shall have access to confidential information, audit reports, and other relevant information of the Organisation to the extent required in connection with the accreditation of NEPCon or the certification of Organisation hereunder in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorized representatives accompanying NEPCon designated personnel at audits.

9.3 In so far as it is necessary for NEPCon or the Certification Scheme Owner to perform their obligations under this Agreement, NEPCon and the Certification Scheme Owner shall be entitled and authorized to process the Organisation's personal and business data in accordance with European Union General Data Protection Regulation 2016/679 and any other applicable data protection legislation.

9.4 NEPCon may produce public summaries of an Organisation's certificate(s) or audit reports and publish on NEPCon's website or the Certification Scheme Owner or Accreditation Body's website for public disclosure.

10. Limitation of liability and indemnification

10.1 For the purposes of this Agreement, "Damages" means any claims, demands, causes of action, damages, judgments or settlements, including without limitation, attorney's fees and court costs.

10.2 The Organisation agrees that NEPCon is not liable to the Organisation, any customer of

informationen.

9.2 Organisationen er indforstået med, at personale udpeget af NEPCon samt personale og autoriserede repræsentanter for Certificeringsordning-ejeren og Akkrediteringsorganet skal have adgang til fortrolige oplysninger, auditrapporter og andre relevante oplysninger om Organisationen i det omfang, som det er nødvendigt i forbindelse med akkreditering af NEPCon eller certificering af Organisation, herunder for at kunne vurdere Organisationens opfyldelse af Certificeringskravene. Dette kan omfatte ovennævnte personale eller autoriserede repræsentanter, der ledsager NEPCon-udpeget personale ved audits.

9.3 For så vidt som det er nødvendigt for NEPCon eller Certificeringsordning-ejeren for at opfylde deres forpligtelser i henhold til denne Aftale, har NEPCon og Certificeringsordning-ejeren ret og tilladelse til at behandle Organisationens personlige og forretningsmæssige data i overensstemmelse med Den Europæiske Unions generelle dataforordning 2016/679, samt enhver anden gældende lovgivning om databeskyttelse.

9.4 NEPCon må udarbejde offentlige resuméer af en Organisations certifikat(er) eller auditrapporter og offentliggøre dem på NEPCons, Certificeringsordning-ejeren eller Akkrediteringsorganets hjemmeside.

10. Ansvarsbegrænsning og skadesløsholdelse

10.1 I denne aftale anvendes termen "skader" om alle krav, betegnelser, søgsmålsgrunde, skader, domme eller forlig, herunder uden begrænsning advokatsalær og sagsomkostninger.

10.2 Organisationen er indforstået med, at NEPCon ikke kan stilles til ansvar overfor Organisationen,

the Organisation or any other person or entity for any Damages resulting directly or indirectly from the Organisation's own:

- a) manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
- b) marketing, advertising or promotion of its certified product, enterprise or operation; or
- c) failure to comply with the terms and conditions of the certification hereunder.

Organisationens kunder eller enhver anden person eller entitet, for skader af nogen art, som er et direkte eller indirekte resultat af Organisationens egen:

- a) fremstilling, anvendelse, salg, annoncering, promovering, distribution, fældning, bortskaffelse, behandling, transporterering eller enhver anden disponering af et produkt, som indgår i Certifikatets Omfang
- b) marketing, annoncering eller promovering af Organisationens certificerede produkt, foretagende eller aktiviteter: eller
- c) mangel på overholdelse af betingelser og vilkår herunder.

10.3 The Organisation agrees that in no event shall NEPCon be liable to the Organisation, any Organisation customer or any other person or entity for any special, indirect, significant or incidental loss or damage, however caused, arising out of or relating to this Agreement. The Organisation agrees not to hold NEPCon liable in any way, for any Damages or consequences resulting from Termination or Suspension of a certificate. The Organisation agrees not to take any legal action against NEPCon as a result of Suspension or Termination of the certificate. The Organisation agrees not to present any claims for any kind of compensation to NEPCon as a result of Suspension or Termination of the certificate.

10.3 Organisationen er indforstået med, at NEPCon under ingen omstændigheder kan eller skal stå til ansvar over for Organisationen, Organisationens kunder eller enhver anden person eller entitet for nogen form for specielle, indirekte, betydelige eller tilfældige tab eller skade for Organisationen, som opstår ud fra eller i forbindelse med denne Aftale. Organisationen vil ikke på nogen måde holde NEPCon ansvarlig for skader eller konsekvenser som følge af Suspendering eller Terminering af certifikatet, herunder kan der ikke lægges sag an med den begrundelse. Organisationen vil ikke fremsætte krav om kompensation fra NEPCon som følge af Suspendering eller Terminering af certifikatet.

10.4 NEPCon's total liability to Organisation for any Damages arising out of or in connection with this Agreement shall not exceed, with respect to any one event or series of connected events, the total annual remuneration paid by the Organisation to NEPCon under this Agreement.

10.4 NEPCons samlede erstatningsansvar over for Organisationen for eventuelle skader, der opstår som følge af eller i forbindelse med denne Aftale, må ikke overstige, hvad angår en enkelt hændelse eller en serie af sammenhængende hændelser, det samlede årlige vederlag, som Organisationen betaler til NEPCon i henhold til denne Aftale.

10.5 Organisation agrees to defend, indemnify and hold harmless NEPCon and its officers, directors, agents and employees against and from all Damages in connection with this Agreement or the certification hereunder

10.5 Organisationen vil forsvare og holde skadesløs NEPCon og dens ansatte, direktører, agenter og andre medarbejdere mod og fra alle skader i forbindelse med denne Aftale eller certificeringen, herunder, men ikke begrænset til (a) personskade,

including, but not limited to (a) any personal injury, property damage, product liability or other claims arising out of or relating to the manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope, including but not limited to product liability claims; or (b) any claims arising directly or indirectly out of Organisation's failure to comply with the terms and conditions of this Agreement or the certification hereunder, except to the extent that such Damages are attributable to NEPCon's gross negligence or wilful misconduct.

ejendomsskade, produktansvar eller andre krav som følge af eller vedrørende fremstilling, brug, salg, reklame, promovering, distribution, fældning, bortfjernelse, behandling, transport eller anden disposition af produkter, der er omfattet af certifikatet, herunder, men ikke begrænset til produktansvarskrav ; eller (b) ethvert krav, der direkte eller indirekte opstår som følge af Organisationens manglende overholdelse af vilkårene i denne Aftale eller certificeringen herunder, undtagen i det omfang at sådanne skader skyldes grov uagtsomhed eller forsætlig forsømmelse fra NEPCons side.

10.6 Neither Party to this Agreement shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control (force majeure) and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, and acts of any government, including the failure of any government to grant export or import licenses or permits.

10.6 Ingen af Parterne i denne Aftale er ansvarlig for manglende overholdelse af vilkårene i denne Aftale på grund af årsager, der er uden for deres kontrol (force majeure) og uden uagtsomhed eller ulovlige handlinger fra Partens side. Disse årsager omfatter, men er ikke begrænsede til: brand, storm, oversvømmelse, jordskælv eller anden naturkatastrofe, eksplosion, terroristaktiviteter, krig, oprør, opstand, mytteri, sabotage, epidemi, karantænebegrænsninger, arbejdskonflikter, embargoer og enhver regerings handlinger, herunder enhver regerings manglende bevilling af eksport- eller importlicenser eller -tilladelser.

11. Term and termination

11.1 This Agreement shall be effective upon execution of the Agreement by both Parties and shall remain in effect during the whole period the Organisation holds any valid certificates issued by NEPCon. The Agreement terminates automatically after the last remaining certificate is Terminated or expires.

11.2 This Agreement may be terminated by:

- a) mutual agreement of the Parties;
- b) Organisation with 30 days' written notice
- c) NEPCon without cause with 90 days'

11. Gyldighedsperiode og opsigelse

11.1 Denne Aftale træder i kraft når begge Parter har underskrevet Aftalen og forbliver i kraft i hele perioden, hvori Organisationen besidder gyldige certifikater udstedt af NEPCon. Aftalen termineres automatisk, når det sidste certifikat Termineres eller udløber.

11.2 Denne Aftale kan opsiges af:

- a) Parterne ved gensidig aftale;
- b) Organisationen med 30 dages skriftligt varsel;
- c) NEPCon uden angivelse af årsag med 90

- written notice;
- d) NEPCon, if Organisation breaches its obligations or is not in conformance with Certification Requirements, and fails to cure any breach within the time period as defined by NEPCon;
 - e) NEPCon, immediately, if Organisation violates its confidentiality obligations;
 - f) NEPCon, immediately, if Organisation, in the sole opinion of NEPCon, violates the principles of NEPCon's Policy of Association and fails to take corrective measures within a defined time period after NEPCon has notified the Organisation of such failures in writing; or
 - g) NEPCon, immediately, if Organisation, in the sole opinion of NEPCon, has discredited NEPCon or the Certification Scheme Owner, or if any Organisation's activities reflect badly on the name of NEPCon or the Certification Scheme Owner. NEPCon shall inform the Organisation in writing, and provide the Organisation an opportunity to respond.

- dages skriftligt varsel;
- d) NEPCon, hvis Organisationen misligholder sine forpligtelser eller ikke er i overensstemmelse med Certificeringskravene og undlader at afhjælpe enhver uoverensstemmelse inden for den tidsfrist, som NEPCon har fastsat;
 - e) NEPCon øjeblikkeligt, hvis Organisationen overtræder sine fortrolighedsforpligtelser;
 - f) NEPCon øjeblikkeligt, hvis Organisationen efter NEPCons opfattelse overtræder principperne fremlagt i NEPCons Politik for samarbejde og undlader at foretage korrigerende handlinger inden for en bestemt tidsperiode efter, at NEPCon har informeret Organisationen skriftligt om sådanne overtrædelser; eller
 - g) NEPCon øjeblikkeligt, hvis Organisationen efter NEPCons opfattelse har bragt NEPCon eller Certificeringsordning-ejeren i miskredit, eller hvis Organisationens aktiviteter reflekterer dårligt på NEPCon eller Certificeringsordning-ejeren. NEPCon skal informere Organisationen skriftligt herom og give Organisationen mulighed for at reagere.

11.3 The Organisation understands and acknowledges that upon termination of this Agreement, all the certificates issued to the Organisation under this Agreement will also be Terminated.

11.3 Organisationen forstår og anerkender, at opsigelse af denne aftale medfører Terminering af samtlige certifikater udstedt til Organisationen i henhold til denne Aftale.

11.4 Upon termination of this Agreement, the rights and privileges of each party shall immediately cease, and there shall be no liability or obligation on the part of Organisation or NEPCon, except as set forth in the provisions of clauses 5; 7.2; 9.1 and all clauses in section 10, which shall survive termination of the Agreement.

11.4 Ved Aftalens opsigelse skal hver parts rettigheder og privilegier straks ophøre, og der påhviler ikke længere Organisationen og NEPCon noget ansvar eller nogen forpligtelser, med undtagelse af bestemmelserne i paragraf 5; 7.2; 9.1 og alle paragraffer i afsnit 10, som fortsat gælder efter Aftalens ophør.

11.5 Regarding any RSPO services, this Agreement is valid only on the assumption that the Organisation (or its parent organization or one of its majority owned

11.5 Med hensyn til eventuelle RSPO-ydelser er denne aftale kun gyldig under forudsætning af, at Organisationen (eller dens moderselskaber eller et af dets flertalsejede og/eller administrerende

and/or managed subsidiaries) is an active member of RSPO. The agreement terminates in relation to any RSPO services in case the Organisation (or its parent organization or one of its majority owned and/or managed subsidiaries) RSPO membership becomes suspended or terminated.

datterselskaber) er et aktivt medlem af RSPO. Aftalen ophører i forhold til eventuelle RSPO-ydelser, hvis Organisationen (eller dens moderselskab eller et af dets flertalsejede og/eller administrerende datterselskaber) RSPO-medlemskab bliver suspenderet eller termineret.

12. Miscellaneous

- 12.1 This Agreement supersedes and replaces any previous version of this agreement or any agreement between the Parties.
- 12.2 This Agreement is governed by the laws of Estonia.
- 12.3 The Parties shall seek to resolve any disputes through mutual agreement. If no resolution is achieved, the dispute will be settled according to Estonian legislation.
- 12.4 NEPCon may, from time to time, as a result of changing Accreditation Body requirements or Certification Requirements, or due to other special circumstances, modify the provisions of this Agreement. Any such modifications shall be provided to the Organisation in writing at least 90 days before they become effective. If the Organisation objects to any of the proposed changes, the Organisation has the right to terminate the Agreement by giving 30 days written notice. Any other amendments to this Agreement shall be agreed to in writing and signed by both Parties.
- 12.5 In the event that any one or more provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected.
- 12.6 Assignment of any rights, or delegation of duties under this Agreement may be made

12. Diverse

- 12.1 Denne Aftale afløser og erstatter enhver tidligere version af aftalen eller anden aftale mellem parterne.
- 12.2 Denne aftale er underlagt og reguleres af estisk lovgivning.
- 12.3 Parterne skal søge at løse eventuelle tvister mindeligt og i fællesskab. Hvis der ikke kan findes en løsning, afklares tvisten i henhold til estisk lovgivning.
- 12.4 NEPCon kan fra tid til anden som følge af ændring af akkrediteringsorganets krav eller certificeringskrav eller på grund af andre særlige omstændigheder ændre bestemmelserne i denne Aftale. Sådanne ændringer skal fremsendes til Organisationen skriftligt mindst 90 dage før de træder i kraft. Hvis Organisationen gør indsigelse mod nogen af de foreslåede ændringer, har Organisationen ret til at opsige Aftalen ved at give 30 dages skriftlig varsel. Eventuelle ændringer af denne Aftale skal aftales skriftligt og underskrives af begge Parter.
- 12.5 I tilfælde af, at en eller flere bestemmelser i denne Aftale er eller bliver ugyldige, ulovlige eller umulige at håndhæve, har dette ingen indflydelse på gyldigheden, lovligheden eller håndhævelsen af de resterende bestemmelser i denne Aftale.
- 12.6 Overdragelse af rettigheder eller forpligtelser i henhold til denne Aftale kan kun finde sted ved

only upon prior written notification to the other Party, at minimum 90 days in advance. This Agreement shall be binding on the successors and assigns of the Parties in the entirety.

forudgående skriftligt samtykke til den anden Part mindst 90 dage i forvejen. Denne Aftale er bindende for Parternes efterfølgere og erhververe.

12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.

12.7 Denne Aftale kan udfærdiges i genparter. Faxed, e-mailed og andre elektroniske underskrifter er lige så gyldige og bindende som originaler.

Bemærk, at det er den engelske kontrakt, der er den gyldige, og derfor også den der underskrives.

	On behalf of NEPCon / På vegne af NEPCon	On behalf of the Organisation / På vegne af Organisationen
Name / Navn:	Laura Terrall Kohler	Click here to enter text.
Title / Titel:	Director, Assurance	Click here to enter text.
Date / Dato:	enter date	Click here to enter text.
Signature / Underskrift:		Click here to enter text.

Appendix A: Specific terms and conditions where NEPCon serves as a Monitoring Organisation for the Organisation

Appendix A contains terms and conditions that are only applicable to Organisations that apply to use NEPCon as a Monitoring Organisation under the EU Timber Regulation. These specific terms and conditions are in addition to all other applicable terms and conditions of this Agreement.

1. Obligations of NEPCon

1.1 In addition to the obligations of NEPCon identified in section 3:

- a) NEPCon is obligated to meet all relevant legal obligations as outlined by the EU Timber Regulation and delegated regulations applicable in relation to its role as Monitoring Organisation.
- b) NEPCon is obligated to take appropriate action in the event of failure by Organisation to properly use its due diligence system, including notification of Competent Authorities in the event of significant or repeated failure by the Organisation.

2. Obligations of Organisation

2.1 In addition to the obligations of Organisation identified in section 4:

- a) Organisation agrees to abide by all applicable obligations placed on operators as defined in the EU Timber Regulation.

Bilag A: Specifikke vilkår og betingelser når NEPCon fungerer som Overvågningsorgan for Organisationen

Bilag A indeholder vilkår og betingelser, der kun gælder for Organisationer, der anvender NEPCon som Overvågningsorgan i henhold til EU's Tømmerforordning. Disse særlige vilkår og betingelser er i tillæg til alle andre gældende vilkår og betingelser i denne Aftale.

1. NEPCons forpligtelser

1.1 Ud over NEPCons forpligtelser defineret i afsnit 3:

- a) NEPCon er forpligtet til at opfylde alle relevante juridiske forpligtelser som skitseret i EU's Tømmerforordning samt delegerede forordninger gældende for NEPCons rolle som Overvågningsorgan.
- b) NEPCon er forpligtet til at træffe passende foranstaltninger i tilfælde af, at Organisationens ikke anvender sit due diligence-system korrekt, herunder underretning af Kompetente Myndigheder i tilfælde af væsentlige eller gentagne fejl eller mangler på Organisationens side.

2. Organisationens forpligtelser

2.1 Ud over Organisationens forpligtelser defineret i afsnit 4:

- a) Organisationens vil overholde alle gældende forpligtelser over for operatører som defineret i EU's Tømmerforordning.

3. Confidentiality and public information

3.1 In addition to the obligations of the Parties identified in section 9, Organisation agrees to:

- a) recognise the right of NEPCon to share audit reports and other relevant information with the European Commission and Competent Authorities if NEPCon is requested to do so.

4. Limitation of liability and indemnification

4.1 In addition to the obligations of the Parties in section 10:

- a) Organisation recognises that it maintains full liability over its own compliance with the EU Timber Regulation and any related legislation at the European Union as well as at the European Union member states level.
- b) Organisation will not hold NEPCon liable for any claims or damages that are raised by public authorities or other parties against the Organisation due to its alleged or confirmed noncompliance with the EU Timber Regulation and any legislation at the European Union as well as at the European Union member states level.

3. Fortrolighed og offentligt tilgængelig information

3.1 Ud over Parternes forpligtelser defineret i afsnit 9, vil Organisationen:

- a) anerkende NEPCons ret til at dele auditrapporter og andre relevante oplysninger med Europa-Kommissionen og med Kompetente Myndigheder, hvis NEPCon anmodes herom.

4. Ansvarsbegrænsning og skadesløsholdelse

4.1 Ud over Parternes forpligtelser defineret i afsnit 10:

- a) Organisationen anerkender, at den har det fulde ansvar for sin egen overholdelse af EU's Tømmerforordning samt enhver tilknyttet lovgivning på EU-niveau såvel som på EU-medlemsstatsniveau.
- b) Organisationen vil ikke holde NEPCon ansvarlig for eventuelle krav eller skader, der rejses af offentlige myndigheder eller andre parter mod Organisationen på grund af dens påståede eller bekræftede manglende overholdelse af EU's Tømmerforordning og enhver lovgivning på EU-niveau såvel som på EU-medlemsstatsniveau.

Appendix B: Specific terms and conditions for UTZ Certification

As an UTZ certificate holder, the following provisions are applicable to Organisation. In the event of a conflict or inconsistency between this Appendix B and the rest of this Agreement, the terms of this Appendix B shall prevail.

1. Covenants

- 1.1 Organisation agrees that it will obey national laws, regulations and sector agreements or collective bargaining agreements during the term of this Agreement.
- 1.2 Organisation agrees that while it is trading in pure UTZ certified product (an UTZ product that has not been mixed with other ingredients, i.e., sugar or milk), shall hold a valid license from UTZ.

2. Certification

- 2.1 Prior to sending Organisation a certificate, NEPCon shall report audit results to UTZ and request a license for Organisation by filling out a summary report and uploading the certificate in the Good Inside Portal (the "GIP").

3. Suspension and Cancellation

- 3.1 If NEPCon requests a correction or corrective action that Organisation has not implemented satisfactorily within the agreed time frame, NEPCon shall immediately suspend Organisation's certificate for a period of up to three (3) months (if Organisation still has a valid certificate). NEPCon shall inform UTZ

Bilag B: Specifikke vilkår og betingelser for UTZ Certificering

Som UTZ certifikatindehaver gælder følgende bestemmelser for Organisation. I tilfælde af en konflikt eller uoverensstemmelse mellem dette Bilag B og resten af denne aftale, gælder vilkårene i dette Bilag B.

1. Klausuler

- 1.1 Organisation er enig i, at den vil overholde nationale love, regler og sektoraftaler eller kollektive forhandlinger i løbet af denne aftales løbetid
- 1.2 Organisation er enig i, at mens det handler i ren UTZ-certificeret produkt (et UTZ-produkt, der ikke er blandet med andre ingredienser, dvs. sukker eller mælk), skal den have en gyldig licens fra UTZ.

2. Certificering

- 2.1 Inden afsendelse af certifikat til Organisation skal NEPCon rapportere auditresultater til UTZ og anmode om en licens til Organisation ved at udfylde en sammenfattende rapport og uploade certifikatet i Good Inside Portal ("GIP").

3. Suspendering og Annullering

- 3.1 Hvis NEPCon anmoder om en korrektion eller korrigerende handling, som Organisation ikke har implementeret tilfredsstillende inden for den aftalte tidsramme, skal NEPCon straks suspendere Organisation certifikat i en periode på op til tre (3) måneder (hvis

and Organisation about the suspension, and on behalf of UTZ shall suspend Organisation's license in the GIP.

3.2 While Organisation's license is suspended, Organisation may not sell its products as UTZ certified. In the event of a suspension, NEPCon and Organisation shall set a mutually acceptable date, before the end of the suspension period for a second follow-up audit to verify if the corrective actions have been implemented.

3.3 If NEPCon decides not to certify Organisation while Organisation has a valid certificate, NEPCon may decide to cancel Organisation's certificate in order to safeguard NEPCon's or UTZ's integrity. Such cancellation cannot be lifted. Organisation must receive a new audit as set forth the UTZ Certification Protocol. For Code of Conduct certification, Organisation must wait at least one harvest period or six months if the harvest is continuous, before receiving a new audit. NEPCon shall immediately inform Organisation and UTZ about the cancellation and cancel Organisation's license on behalf of UTZ in the GIP.

3.4 A time extension lasting up to four (4) months after the expiration date of the original certificate may be granted, but only if a recertification audit has been planned and confirmed, and the time extension is requested while the certificate is still valid. During a valid extension, Organisations certified to the UTZ Code of Conduct may not sell produce from a new harvest as UTZ certified.

3.5 For Organisations certified to the UTZ Code of Conduct, the validity of the first certificate starts at the beginning of Organisation's harvest so that the entire harvest is included in the certificate. If the harvest is continuous, the validity of the first certificate starts when

ORGANISATION stadig har et gyldigt certifikat). NEPCon skal informere UTZ og Organisation om suspensionen, og på vegne af UTZ suspender Organisation's licens i GIP.

3.2 Mens Organisationens licens er suspenderet, kan Organisation ikke sælge sine produkter som UTZ-certificeret. I tilfælde af suspension skal NEPCon og Organisation fastsætte en gensidigt acceptabel dato inden udløbet af suspensionsperioden til et andet opfølgingsaudit for at kontrollere, om de korrigerende handlinger er blevet implementeret.

3.3 Hvis NEPCon beslutter at ikke certificere Organisation, mens Organisation har et gyldigt certifikat, kan NEPCon beslutte at annullere Organisation's certifikat for at beskytte NEPCon's eller UTZ's integritet. En sådan annullering kan ikke ophæves. Organisation skal modtage et nyt audit som angivet i UTZ-certificeringsprotokollen. For Code of Conduct-certificering skal Organisation vente mindst en høstperiode eller seks måneder, hvis høsten er kontinuerlig, før den modtager et nyt audit. NEPCon skal straks underrette Organisation og UTZ om annullering og annullere Organisation's licens på vegne af UTZ i GIP.

3.4 En tidsforlængelse på op til fire (4) måneder efter udløbsdatoen for det oprindelige certifikat kan tildeles, men kun hvis et recertificeringsaudit er planlagt og bekræftet, og tidsudvidelsen anmodes om, mens certifikatet stadig er gyldigt. Under en gyldig udvidelse må Organisationer, der er certificeret i UTZ's Code of Conduct, ikke sælge produkter fra en ny høst som UTZ-certificeret.

3.5 For Organisationer certificeret i UTZ Code of Conduct starter gyldigheden af det første certifikat i begyndelsen af Organisationens høst, så hele høsten er inkluderet i certifikatet. Hvis høsten er kontinuerlig, starter gyldigheden af det første certifikat,

- Organisation is determined compliant, or at the earliest, four (4) months before the audit if all required records have been verified retrospectively since that date.
- 3.6 For Organisations certified to the UTZ Chain of Custody standard, and operating at an Identity Preserved or segregation level, the validity of the first certificate starts on the date that the Organisation received its first purchase of UTZ certified product. If the Organisation has not received any UTZ certified product, the validity of the first certificate starts when NEPCon makes the certification decision; or (b) for Organisations certified to the UTZ Chain of Custody standard who operate at Mass Balance level, the validity of the first certificate starts when NEPCon makes the certification decision.
- 3.7 Organisation agrees that UTZ is entitled to:
- Conduct additional quality control assessments of NEPCon audits;
 - Additional documentation from Organisation upon request;
 - Clarification or correction of information reported during the audit;
 - Conduct a field visit;
 - Conduct a parallel audit or shadow audit;
 - Cross check information reported by NEPCon about Organisation with external sources, particularly enabling mutual cross-checking with other sustainability standard owners;
 - Use reported audit information for performance monitoring, statistical analysis and research, and aggregated reporting;
 - Request a surprise audit of Organisation;
 - Request a revision of certified volumes and/or certified areas;
 - Deny a license request or suspend or cancel an active license;
 - Grant exceptions to the requirements in the Code of Conduct, Chain of Custody, and/or UTZ Certification Protocol in exceptional circumstances such as
- når Organisation er fastslået, eller tidligst fire (4) måneder før audit, hvis alle nødvendige registreringer er blevet efterprøvet efterfølgende siden denne dato
- 3.6 For Organisationer, der er certificeret mod UTZ Chain of Custody-standarden og opererer på identitetsbeskyttede eller adskillelsessniveau, starter gyldigheden af det første certifikat den dato, hvor Organisation modtog sit første køb af UTZ-certificeret produkt. Hvis Organisationen ikke har modtaget noget UTZ-certificeret produkt, starter gyldigheden af det første certifikat, når NEPCon træffer certificeringsbeslutningen; eller (b) for Organisationer, der er certificeret mod UTZ Chain of Custody-standarden, der opererer på massebalanceniveau, starter gyldigheden af det første certifikat, når NEPCon træffer certificeringsbeslutningen.
- 3.7 Organisation indvilliger i, at UTZ har ret til:
- Gennemføre yderligere kvalitetskontrolvurderinger af NEPCon-audits
 - Supplerende dokumentation fra Organisation efter anmodning
 - Præcisering eller korrektion af oplysninger indberettet under audit
 - Gennemføre et feltbesøg
 - Foretage et parallelt audit eller skygge-audit
 - Krydstjekke oplysninger, der er rapporteret af NEPCon om Organisation med eksterne indkøb, specielt muliggør gensidig krydskontrol med andre ejere af bæredygtighedsstandarder
 - Brug rapporterede oplysninger fra audit til resultatovervågning, statistisk analyse og forskning samt aggregeret rapportering;
 - Anmode om et uanmeldt audit af Organisation;
 - Anmodning om audit af certificerede mængder og / eller certificerede områder;
 - Nægte en licensanmodning eller suspendere eller annullere en aktiv licens
 - Give undtagelser fra kravene i Code of Conduct, Chain of Custody og / eller UTZ-certificeringsprotokollen under

- humanitarian crises and natural disasters; and
- I) Use audit results to evaluate NEPCon's performance as a certification body.

ekstraordinære omstændigheder som humanitære kriser og naturkatastrofer; og

I) Bruge auditresultater til at evaluere NEPCons præstation som certificeringsorgan.

Appendix C: Specific terms and conditions for Rainforest Alliance Sustainable Agriculture Certification

As a Rainforest Alliance Sustainable Agriculture certificate holder, the following provisions are applicable to Organisation. In the event of a conflict or inconsistency between this Appendix C and the rest of this Agreement, the terms of this Appendix C shall prevail. Clauses 1.1 through 1.13 are subject to applicable law.

- 1.1 For group Organisations, the Organisation agrees to cause each group member to conform to the applicable standards and comply with all obligations thereof, including without limitation all prohibitions relating to the Organisation under the certification agreement.
- 1.2 As a certificate holder, the Organisation agrees to accurately and fairly represent its certificate type and status, its certificate scope and the products, enterprises or Organisations included in the certificate scope. The Organisation will restrict its representations of certification to relate only to conformance with the applicable standards and will not represent certification in relation to any other characteristics or qualities not addressed by the standards. The Organisation shall not make certification claims in the sale, marketing, advertising, promotion or distribution of a certified product, or misrepresent the certification status of products, enterprises or Organisations that are not included in the certificate scope.
- 1.3 The Organisation shall not use its certification in such a manner as to harm the reputation of

Bilag C: Specifikke vilkår og betingelser for UTZ Certificering

Som indehaver af Rainforest Alliance Sustainable Agriculture certifikat gælder følgende bestemmelser for Organisation. I tilfælde af en konflikt eller uoverensstemmelse mellem dette Bilag C og resten af denne aftale gælder vilkårene i dette Bilag C. Klausul 1.1 til 1.13 er undergivet gældende lov.

- 1.1 For gruppe-Organisationer er Organisationen enig om at få hvert gruppemedlem til at overholde gældende standarder og overholde alle forpligtelser deraf, herunder uden begrænsning alle forbud vedrørende Organisationen i henhold til certificeringsaftalen.
- 1.2 Som certifikatindehaver accepterer Organisationen præcist og retfærdigt at repræsentere sin certifikattype og status, certifikatets afgrænsning og de produkter, virksomheder eller Organisationer, der er inkluderet i certifikatets afgrænsning. Organisationen vil begrænse repræsentationen af certifikatet til kun at vedrøre overensstemmelse med gældende standarder og repræsenterer ikke certificering i forhold til andre egenskaber eller kvaliteter, der ikke er omfattet af standarderne. Organisationen må ikke fremlægge certificeringskrav ved salg, markedsføring, reklame, salgsfremstød eller distribution af et certificeret produkt eller vildledende certificeringsstatus for produkter, virksomheder eller Organisationer, der ikke er medtaget i certifikatets afgrænsning.
- 1.3 Organisationen må ikke bruge sin certificering på en sådan måde, at den

- Rainforest Alliance and shall not make any statement regarding its certification that may be considered misleading or unauthorized.
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| <p>1.4 The Organisation may not use the name, certification marks, logos or other trademarks of Rainforest Alliance except as permitted in the certification agreement or in a licensing agreement with Rainforest Alliance. The Organisation shall fully cooperate with Rainforest Alliance and the CB with respect to any unauthorized use, infringement, or dilution of the trademarks or other intellectual property rights of Rainforest Alliance.</p> <p>1.5 The success of the Rainforest Alliance certification programs requires the transparency and good faith of participating organizations. The Organisation hereby agrees to notify the CB in writing within 48 hours of any fundamental departure from its systems and procedures, or of any changes to its management, structure or ownership, or of any other information that would affect the Organisation's conformance with the applicable standards or compliance with applicable law.</p> <p>1.6 In the event of an inconsistency between the certification agreement and the standards, rules, policies or procedures required by Rainforest Alliance, the Organisation agrees and acknowledges that the provisions of the Rainforest Alliance standards, rules, policies and procedures shall govern.</p> <p>1.7 Upon cancellation of the certificate, the Organisation shall agree to immediately:</p> <p style="margin-left: 20px;">a) Cease to make any use of any trademark of Rainforest Alliance to sell any previously labeled product unless such trademark is removed, and/or to make any claims that imply that such product, or Organisation's enterprise or</p> | <p>skader Rainforest Alliances omdømme og skal ikke fremsætte nogen erklæring om sin certificering, der kan betragtes som vildledende eller uautoriseret.</p> <p>1.4 Organisationen må ikke benytte navnet, certificeringsmærker, logoer eller andre varemærker tilhørende Rainforest Alliance, medmindre det er tilladt i certificeringsaftalen eller i en licensaftale med Rainforest Alliance. Organisationen skal samarbejde fuldt ud med Rainforest Alliance og certificeringsorganet (CB) med hensyn til enhver uautoriseret brug, overtrædelse eller forvrængning af varemærker eller andre immaterielle rettigheder i Rainforest Alliance.</p> <p>1.5 Successen for Rainforest Alliance certificeringsprogrammer kræver gennemsigtighed og god tro hos deltagende Organisationer. Organisationen accepterer herved at meddele CB skriftligt inden for 48 timer efter enhver grundlæggende afvigelse fra sine systemer og procedurer eller ændringer i ledelsen, strukturen eller ejerskabet eller andre oplysninger, der vil påvirke Organisationens overensstemmelse med gældende standarder eller overholdelse af gældende lovgivning.</p> <p>1.6 I tilfælde af uoverensstemmelse mellem certificeringsaftalen og de standarder, regler, politikker eller procedurer, der kræves af Rainforest Alliance, accepterer og anerkender Organisationen at bestemmelserne i Rainforest Alliance standarder, regler, politikker og procedurer er gældende.</p> <p>1.7 Ved annullering af certifikatet skal Organisationen straks aftale:</p> <p style="margin-left: 20px;">a) ophøre med enhver brug af et varemærke tilhørende Rainforest Alliance til at sælge et tidligere mærket produkt, medmindre et sådant varemærke er fjernet, og / eller fremsætte krav, der indebærer, at et sådant produkt eller Organisationens</p> |
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- Organisation, conforms to the applicable standards;
- b) at the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to-business communications, once required by the Certification Rules;
 - c) cooperate with the CB and Rainforest Alliance to confirm that these obligations have been met;
 - d) identify all relevant existing customers and notify such customers of the Termination in writing within 3 business days of the Termination, and maintain records of such notification;
 - e) notwithstanding the foregoing, for a period beginning on the effective date of Suspension or cancellation of the certificate (the "Suspension or Cancellation Date") and ending on the date that is 6 months from the Suspension or Cancellation Date (the "Sell-Off Period"), Organisation may sell certified product in accordance with the Rainforest Alliance Chain of Custody Policy and applicable Certification Rules and policies, which may be amended from time to time. A Sell-Off Period will not be authorized or will be revoked in instances where:
 - i. The Organisation had non-compliances with critical criteria 1.2 and 1.3 of the 2017 Rainforest Alliance Sustainable Agriculture Standard;
 - ii. In the sole opinion of the CB or Rainforest Alliance, the Organisation has participated in fraudulent or unethical activities or activities that the Organisation virksomhed er i overensstemmelse med gældende standarder;
- b) på Organisationens egen bekostning, fjerner alle anvendelser af navne, initialer, logoer, certificeringsmærker eller andre varemærker tilhørende Rainforest Alliance fra sine produkter (eller, hvor det ikke er muligt, fjerner sådanne produkter), dokumenter, reklame og / eller markedsføringsmateriel, fysisk eller elektronisk reklamemateriale eller medier, i brochurer eller på websider, skilte eller anden dokumentation og business-to-business kommunikation, når det kræves af certificeringsreglerne;
 - c) samarbejder med CB og Rainforest Alliance om at bekræfte, at disse forpligtelser er opfyldt;
 - d) identificere alle relevante eksisterende kunder og underrette sådanne kunder om opsigelsen skriftligt inden for 3 hverdage efter opsigelsen og opbevare registre over en sådan meddelelse;
 - e) uanset ovenstående, kan Organisationen for en periode, der begynder den dato, certifikatet suspenderes eller annulleres ("suspensions- eller annulleringsdatoen") og slutter på den dato, der er 6 måneder fra ophævelses- eller annulleringsdatoen ("Frasalgsperiode"), sælge certificeret produkter i overensstemmelse med Rainforest Alliance Chain of Custody Policy og gældende Certifikatregler og -politikker, som kan ændres fra tid til anden. En Frasalgsperiode vil ikke blive godkendt eller vil blive tilbagekaldt i tilfælde hvor:
 - i. Organisationen havde manglende overholdelse af kritiske kriterier 1.2 og 1.3 i 2017 Rainforest Alliance Sustainable Agriculture Standard;

is involved in may tarnish the reputation of Rainforest Alliance or the certification program.

- ii. Efter CB eller Rainforest Alliances mening har Organisationen deltaget i svigagtige eller uetiske aktiviteter eller aktiviteter, som Organisationen er involveret i, kan skade Rainforest Alliance's omdømme eller certificeringsprogrammet.

1.8 Confidentiality:

- a) Neither the CB nor the Organisation shall disclose or publish any information identified as confidential by the Party furnishing it without the furnishing party's express written consent, unless (i) the disclosure is to the receiving Party's attorneys or authorized agents, (ii) disclosure is required by law or by a judicial, governmental or regulatory body, (iii) such information was publicly available prior to its disclosure by the furnishing Party or thereafter becomes publicly available without any violation of this Agreement by the receiving party, (iv) the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the furnishing party, or (v) the information becomes available to the receiving Party from a person other than the furnishing party or its representatives and such person is not, to the best knowledge of the receiving Party, subject to any legally binding obligation to keep such information confidential.
- b) Notwithstanding the foregoing, (i) the CB may provide Rainforest Alliance with access to confidential information of the Organisation or independently discovered by the CB, (ii) the CB or Rainforest Alliance may use such information to prepare and publish analyses or reports, provided that such use shall not specifically identify the Organisation by name, (iii) the CB shall produce a public summary of the Organisation's audit report and either the

1.8 Fortrolighed:

- a) Hverken CB eller Organisationen skal videregive eller offentliggøre oplysninger, der er identificeret som fortrolige af den part, der indgiver den uden indgivende parts udtrykkelige skriftlige samtykke, medmindre (i) oplysningen er til modtagers advokater eller autoriserede repræsentanter, (ii) oplysning er påkrævet ved lov eller af et retsligt, statsligt eller tilsynsorgan, (iii) sådanne oplysninger var offentligt tilgængelige, før de blev videregivet af den indgivende part eller derefter bliver offentligt tilgængelige uden nogen overtrædelse af denne aftale af den modtagende part iv) oplysningerne var tilgængelige for den modtagende part på et ikke-fortroligt grundlag, inden dets udlevering fra den indleverende part, eller v) oplysningerne bliver tilgængelige for den modtagende part fra en anden person end den indgivende part eller dens repræsentanter, og sådan person er efter den modtagende parts bedste kendskab ikke underlagt nogen juridisk bindende forpligtelse til at opbevare sådanne oplysninger fortroligt.
- b) Uanset ovenstående kan (i) CB give Rainforest Alliance adgang til fortrolige oplysninger fra Organisationen eller uafhængigt opdaget af CB, (ii) CB eller Rainforest Alliance kan anvende sådanne oplysninger til at udarbejde og

CB or Rainforest Alliance may disclose or publish such summary information in whole or in part, (iv) the CB and Rainforest Alliance have the right to list the certified Organisations on their websites, (v) in the event that, during the course of any audit hereunder, the CB or its subcontractor discovers evidence of potential criminal activity or any other information required to be disclosed to a judicial, governmental or regulatory body, the CB reserves the right to disclose such information to a judicial, governmental or regulatory body, and (vi) Rainforest Alliance may disclose confidential information if there is a challenge to any certification claim made by the CB or Rainforest Alliance or the integrity or reputation of the system.

offentliggøre analyser eller rapporter, forudsat at sådan brug ikke specifikt identificerer Organisationen ved navn, iii) CB skal fremlægge et offentligt resumé af Organisationens auditrapport, og enten CB eller Rainforest Alliance kan helt eller delvist videregive eller offentliggøre sådanne sammenfattende oplysninger iv) CB og Rainforest Alliance har ret til at liste de certificerede Organisationer på deres hjemmesider (v) i tilfælde af, at CB eller dets underentreprenør i løbet af et audit opdager bevis for potentiel kriminel aktivitet eller enhver anden information, der kræves meddelt til et retsligt, statsligt eller tilsynsorgan, forbeholder CB sig ret til at videregive sådanne oplysninger til en retslig, statsligt eller tilsynsorgan, og (vi) Rainforest Alliance kan udlevere fortrolige oplysninger, hvis der er en udfordring for ethvert certificeringsanmodning fra CB eller Rainforest Alliance eller systemets integritet eller omdømme

- 1.9 The Rainforest Alliance is entitled to visit, at its own discretion and cost, any Organisation, with or without notification to the CB or to the Organisation. Rainforest Alliance may observe Organisations during the visit or conduct an audit with or without the CB. The CB and Rainforest Alliance have the right to access and review any of the Organisation's documentation, and the right to inspect any of the Organisation's sites and Organisations in the certification scope.
- 1.10 Rainforest Alliance has the right to require the CB to conduct an investigation audit of a certificate holder or participating operator.
- 1.11 Rainforest Alliance has the right to display the certificate holder name on transaction certificates for sales of certified products from that farm or group, throughout the supply

- 1.9 Rainforest Alliance har ret til efter eget skøn og omkostning at besøge enhver Organisation med eller uden anmeldelse til CB eller til Organisationen. Rainforest Alliance kan observere Organisationer under besøget eller foretage et audit med eller uden CB. CB og Rainforest Alliance har ret til at få adgang til og gennemgå enhver af Organisationens dokumentation og retten til at inspicere enhver af Organisationens sites og Organisationer i certifikatets omfang.
- 1.10 Rainforest Alliance har ret til at kræve, at CB foretager et undersøgende audit af en certifikatindehaver eller deltagende operatør.
- 1.11 Rainforest Alliance har ret til at vise certifikatindehaverens navn på transaktionscertifikater for salg af certificerede produkter fra den

- chain to the final seller of the certified products as long as segregation is maintained.
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| <p>1.12 Rainforest Alliance has the right to display the certificate holder or participating operators on transaction certificates only issued by or to the certified Organisation or one of its sites.</p> <p>1.13 The certificate holder or participating operator's acknowledges that it may not use the Rainforest Alliance Certified™ seal other than pursuant to the terms of a valid written license agreement executed between the Organisation and Rainforest Alliance, including prior written approval by Rainforest Alliance for any public use, and agrees to adhere to the RA-R-AS-1-V1 31 Requirements and Guidelines for Use of Rainforest Alliance Trademarks as published on the Rainforest Alliance website.</p> | <p>pågældende bedrift eller gruppe i hele forsyningskæden til den endelige sælger af de certificerede produkter, så længe adskillelsen opretholdes.</p> <p>1.12 Rainforest Alliance har ret til at vise certifikatindehaveren eller deltagende operatør på transaktionscertifikater, der kun udstedes af eller til den certificerede Organisation eller en af dens sites</p> <p>1.13 Certifikatindehaveren eller den deltagende operatør erkender, at den ikke må bruge Rainforest Alliance Certified™ - segl, bortset fra i henhold til vilkårene i en gyldig skriftlig licensaftale udført mellem Organisationen og Rainforest Alliance, herunder forudgående skriftlig godkendelse fra Rainforest Alliance til offentlig brug, og accepterer at overholde RA-R-AS-1-V1 31 Krav og retningslinjer for brug af Rainforest Alliance Varemærker som offentliggjort på Rainforest Alliances hjemmeside.</p> |
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