

## Certification Agreement

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

NEPCon OÜ, an Estonian limited liability company trading as Preferred by Nature; registration number 10835645; VAT number EE100736494; with an address of Filosoofi 31, Tartu, Estonia ("Preferred by Nature")

AND

Full legal name of the client; with an address of [Click here to enter text](#) ("Organisation").

Preferred by Nature 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 capitalised:

**Accreditation Body** – refers to any authoritative or third-party body that performs accreditation or approval of Preferred by Nature 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(s)** – refers to the document(s) provided to the Organisation by Preferred by Nature to allow the Organisation to plan and prepare for an audit. The Audit Plan details the audit duration, audit location, audit criteria, audit team composition, audit agenda, and any other relevant information.

**Certificate(s)** – refers to the official document(s) attesting that an organisation has been certified after a positive certification decision. The validity and scope of the Certificate(s) are described in section 6.

**Certification Requirements** – refers to policies, standards, procedures, directives,

## 认证协议

此份认证（以下简称协议）是由以下两家单位共同签署：

NEPCon OÜ 一家设立在爱沙尼亚的有限责任公司（以下简称“Preferred by Nature”）；营业执照号码：1083564； 增值税号：EE100736494；地址：Filosoofi 31, Tartu, Estonia。（Preferred by Nature）

和

Full legal name of the client（“以下简称组织”）；组织地址：[Click here to enter text](#).

Preferred by Nature和组织统称为当事方，并且其中某一方可能单独称为当事方。

### 1. 条款

1.1 本协议中使用的这些术语在着重标识时具有以下含义：

**认可机构** – 指任何可以批准Preferred by Nature作为认证机构的被授权的机构或第三方机构。

**协议** – 指本协议，包括本协议附录、本协议中包含或提及的任何文件以及双方修改、变更或替换本协议的任何文件。

**审核计划** – 指Preferred by Nature向组织提供的文件，确保组织计划和准备相应的审核活动。审核计划详细说明了审核持续时间、审核地点、审核标准、审核组成员、审核日程和其他相关信息。

**证书**–指在认证决定确定后，证明组织已获得认证的正式文件。证书的有效性和范围见第6条。

**认证要求**–指适用于组织认证的政策、标准、

and any other normative documents applicable to the certification of the Organisation. The current versions of all normative documents can be found on Preferred by Nature's and/or the relevant Certification Scheme Owner's website. Preferred by Nature also maintains service fact sheets that include additional conditions and information related to specific certification and verification services.

**Certification Scheme** – refers to a certification system related to specified products, processes and services to which the same specified requirements, specific rules and procedures apply.

**Certification Scheme Owner** – refers to the organisation responsible for developing and maintaining a certification system for those certification services provided by Preferred by Nature. For certain certification and verification services Preferred by Nature offers, Preferred by Nature is accredited or recognised by a third-party organisation, and for certain services, Preferred by Nature is the Certification Scheme Owner.

**Certification Scope** – refers to the boundaries and extent of the certification in relation to the activities, sites, processes, and products of the Organisation. The scope of the Organisation's Certificate is detailed in the latest certification report prepared by Preferred by Nature and may also be listed on Preferred by Nature's website and/or the Certification Scheme Owner's website.

**Preferred by Nature** – refers to the public-facing brand for NEPCon and its various registered entities under the NEPCon legal name. This includes NEPCon OÜ, a separate legal entity in the greater Preferred by Nature organisation that holds the accreditation as a certification body and covers the management of clients through delivery of certification, verification and auditing services against established standards and schemes. NEPCon OÜ is a wholly owned daughter company of the non-profit organisation Nature Economy and People Connected (NEPCon F.M.B.A.), registered in Denmark under the

程序文件、指导文件和任何其他规范性文件。所有规范性文件的最新版本可在 Preferred by Nature和/或相关认证项目有者的网站上找到。Preferred by Nature还保留服务情况表，其中包括与特定认证和验证服务相关的附加条件和信息。

**认证项目**—指与适用相同的指定要求、特定规则和程序的指定产品、过程和服务有关的认证体系。

**认证项目所有者** – 指负责为Preferred by Nature提供的认证服务开发和维护认证系统的组织。Preferred by Nature为这些计划或项目提供认证和验证服务。Preferred by Nature提供的相关认证和验证服务，由第三方认可机构认可或认同，就某些服务而言，“Preferred by Nature”是“认证计划所有者”。

**认证范围** – 定义与组织活动、场所、过程和产品相关的认证边界和范围。组织证书的范围详见 Preferred by Nature 编制的最新认证报告，或在 Preferred by Nature 网站或认证项目有者的网站上。

**“Preferred by Nature”** ——指的是面向公众的NEPCon品牌，以及以NEPCon法定名称注册的各种实体。其中包括NEPCon OÜ，这是一个独立的法律实体，在Preferred by Nature组织中作为认证机构持有认可，并根据既定的标准和计划提供认证、验证和审核服务，涵盖客户管理。NEPCon OÜ是一个非营利性组织 NEPCon F. M. B. A. 的全资子公司，NEPCon F. M. B. A在丹麦注册，注册号为18044633。与本协议相关的发票可由NEPCon F. M. B. A、NEPCon OÜ或NEPCon F. M. B. A的任何其他子公司提供。

registration number 18044633. Invoicing related to this Agreement may be provided by NEPCon F.M.B.A., NEPCon OÜ or by any of NEPCon F.M.B.A.'s other daughter companies.

**Proposal(s)** – refers to the written document(s) specifying the Certification Scope and costs of the services to be provided by Preferred by Nature to the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the scope or cost of services are incorporated by reference into this Agreement.

**Termination (of Certificate)** – refers to a case where the Certificate is permanently withdrawn in accordance with the Certification Requirements. Termination can be voluntary (requested by the Organisation) or initiated by Preferred by Nature.

**Suspension (of Certificate)** – refers to a case where the validity of the Certificate is temporarily suspended in accordance with the Certification Requirements.

## 2. General information

- 2.1 Preferred by Nature has adopted and implemented the following policies, all available at [www.preferredbynature.org](http://www.preferredbynature.org):
- a) the **Anti-Corruption Policy** establishes controls to ensure that personnel behave in a lawful and ethical manner. Preferred by Nature has a zero tolerance approach toward corruption, fraud, and bribery, including personnel accepting cash gifts in relation to services under this Agreement;
  - b) the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard Preferred by Nature impartiality in all certification activities;
  - c) the **Confidentiality Policy** safeguards the confidentiality of any applicable Organisation information;
  - d) the **Dispute Resolution Policy** describes the way in which Preferred by Nature handles any disputes raised, including

**项目计划书** – 指由Preferred by Nature提供并经组织签署和接受的、规定服务范围和报价的书面文件。项目计划书以及为反映服务范围或成本的变化而对项目计划书所做的任何更改均通过引用纳入本协议。

**终止（证书）** – 指证书被永久撤销的情况。终止可以是自愿的（组织要求）或Preferred by Nature发起。

**暂停（证书）** – 指证书暂时暂停有效性的情况。

## 2. 一般情况

- 2.1 Preferred by Nature采用并实施以下5项政策，均可在以下网址查阅 [www.preferredbynature.org](http://www.preferredbynature.org)
- a) **反腐败政策制定**控制措施，以确保工作人员的行为合法和合乎道德。Preferred by Nature对腐败、欺诈和贿赂（包括接受与本协议项下服务相关的现金礼物的人员）采取零容忍态度；
  - b) **公正性政策**规定了利益冲突，以及在所有认证活动中为保障Preferred by Nature公正性而采取的措施；
  - c) **保密政策**保障任何适用组织信息的保密性；
  - d) **争议解决政策**描述了Preferred by Nature处理任何争议的方式，包括组织

any appeals or complaints submitted to Preferred by Nature 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 Preferred by Nature reserves the right to disassociate itself from any organisation that is in violation of the principles of this policy.

2.2 Preferred by Nature maintains information about its management, structure, activities, and people responsible for key decisions related to certification at [www.preferredbynature.org](http://www.preferredbynature.org).

### 3. Obligations of Preferred by Nature

3.1 Preferred by Nature agrees to:

- a) maintain the necessary systems, competencies, and qualified personnel to conduct the audits under the offered certification services;
- b) maintain the required accreditations, authorisations, and recognitions to carry out the certification services it offers;
- c) provide the public with information about the certification services offered and Preferred by Nature policies, all available at [www.preferredbynature.org](http://www.preferredbynature.org);
- d) conduct audit(s) according to the Proposal(s) and Certification Requirements and prepare and submit audit report(s) to the Organisation, 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 information about the certified status of the Organisation and their Certification Scope publicly available through the public database designated by the Certification Scheme Owner or on Preferred by Nature's website or both.

(和任何其他利益相关方) 向Preferred by Nature提交的任何上诉或投诉, 并描述了解决这些争议的程序; 以及

- e) **结社政策**确保Preferred by Nature保留与任何违反以上政策原则的组织脱离关系的权利。

2.2 Preferred by Nature在

[www.preferredbynature.org](http://www.preferredbynature.org) 网站上保存有关其管理、组织架构、活动和做认证决定负责人的相关信息

### 3. Preferred by Nature 的义务

3.1 Preferred by Nature同意

- a) 保持必要的系统、维持人员能力和资格, 以便根据所提供的认证服务进行审核活动;
- b) 保持所需的授权或认可, 以执行相关的认证服务;
- c) Preferred by Nature公开提供的认证服务信息和Preferred by Nature政策信息, 所有信息可在 [www.preferredbynature.org](http://www.preferredbynature.org) 上查阅;
- d) 根据建议书和认证要求进行审核, 准备并向客户提交审核报告, 该报告构成签发、维护、暂停或终止证书决定的基础。组织将有机会在做出决定之前审查报告; 以及
- e) 通过认证项目所有者指定的公共数据库或Preferred by Nature的网站或两者都可以, 公开获取有关组织认证状态和认证范围的信息。

3.2 In case the scope of Preferred by Nature's accreditation is reduced, Suspended or Terminated, Preferred by Nature will inform the Organisation within thirty (30) days of such change in status and comply with Certification Requirements for transfer of the Certificate to another accredited certification body.

#### 4. Obligations of Organisation

4.1 The Organisation agrees to:

- a) disclose any current or previous applications for similar types of certification or certifications held within the last five (5) years;
- b) conform to all applicable 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. If the certification applies to ongoing production, the Organisation agrees to ensure that the certified product continues to fulfil the product requirements. In the event of an inconsistency between this Agreement and the Certification Requirements, the Organisation agrees and acknowledges that the provisions of the Certification Requirements shall prevail;
- c) cooperate with Preferred by Nature or, if applicable, 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 Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives access to any facilities, information, documents, and personnel and to the Organisation's subcontractors, and also provide Preferred by Nature and the Certification Scheme Owner the right to use and process any information relating to the Organisation or provided by the Organisation, in so far as it is necessary to evaluate and verify

3.2 如果Preferred by Nature的认可范围减少、暂停或终止， Preferred by Nature将在认证状态发生变化的三十(30)天内通知组织，并按照认证要求将证书转让给其他认可认证机构。

#### 4. 组织的义务

4.1 组织同意

- a) 披露最近五(5)年内持有的类似认证认证申请;
- b) 符合所有可随时修订的适用认证要求，并在规定的时间内符合认证要求的修订版本。如果认证适用于正在进行的生产，组织同意确保认证产品继续满足产品要求。如果本协议与认证要求不一致，组织同意并承认以认证要求的规定为准;
- c) 与Preferred by Nature或认证项目所有者或认可机构(如适用)合作，做出任何必要安排，以安排和进行审核，并作出相应安排以便观察员参与(如适用);
- d) 只要有涉及评估和验证组织是否符合认证要求的必要，组织需向Preferred by Nature、认证项目所有者或认可机构人员或授权代表提供任使用设施、获取信息、查阅文件和访问人员以及访问组织分包商的权限。并在评估和核实该组织是否符合认证要求的情况下，向 Preferred by Nature 和认证计划拥有人提供使用和处理与该组织有关或该组织提供的任何信息的权利。本组织同意，如果本组织不按照认证要求与审核



- compliance of the Organisation with the Certification Requirements. The Organisation agrees that Preferred by Nature may stop the audit process in the event the Organisation does not collaborate with the audit as required in the Certification Requirements;
- e) undergo surveillance audits, as determined by Preferred by Nature. 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;
- f) acknowledge that Preferred by Nature, Accreditation Body and/or Certification Scheme Owner reserve the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance with the Certification Requirements and/or protect the integrity of Preferred by Nature's reputation and its 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 Preferred by Nature, Accreditation Body and/or Certification Scheme Owner to facilitate such visits and to disclose all information required to conduct the evaluation;
- g) address any non-conformities identified by Preferred by Nature 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 Preferred by Nature;
- 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;
- 合作, Preferred by Nature可停止审核过程;
- e) 接受Preferred by Nature确定的监督审核。监督审核的细节, 包括审计持续时间、地点和审核组信息, 都在单独的审核计划中, 审核计划在每次审核之前提供给组织, 并通过引用纳入本文中;
- f) 承认Preferred by Nature、认可机构和/或认证项目所有者保留在必要时进行短期通知和未经通知的现场访问的权利, 以验证合规性和/或保护Preferred by Nature声誉及其相关商标和标识的完整性, 以及认证项目所有者的声誉和其相关商标和标识的完整性。该组织同意与Preferred by Nature, 认可机构及/或认证计划拥有人合作, 支持此类访问, 并披露进行评估所需的所有信息;
- g) 在规定的时间内, 以适当的方式处理由Preferred by Nature或其他方(如认可机构)确定的与认证要求有关的任何不符合项, 并使Preferred by Nature能够获得相关证据;
- h) 不得编辑任何认证文件(例如, 认证报告或证书), 并提供全部认证文件的副本, 或在一定程度上避免误导接收认证文件的另外一方;

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| <p>i) handle any complaints against Organisation in accordance with Certification Requirements and keep a record of any complaints it receives in relation to its conformance with the Certification Requirements, take appropriate actions to address such complaints, and maintain written records of the actions taken and the final outcome of the complaint. The Organisation shall make these records available to Preferred by Nature upon request;</p> <p>j) first address any disputes Organisation may have with Preferred by Nature and/or any unresolved complaints against Organisation in accordance with Preferred by Nature's Dispute Resolution Policy and agree to refer any complaints to the Accreditation Body or Certification Scheme Owner only if the complaint is not resolved to the satisfaction of Organisation;</p> <p>k) not to undertake any activities or make any claims that may harm the reputation of Preferred by Nature, Accreditation Body, or the Certification Scheme Owner; and</p> <p>l) conform to all Certification Requirements in any attached appendices when applicable to Organisation's Certification Scope.</p> <p>4.2 The Organisation agrees to notify Preferred by Nature as soon as possible, and no later than ten (10) working days (unless the Certification Requirements state a shorter timeline), of any fundamental changes that may affect its ability to conform to the Certification Requirements. Such changes may include, but are not limited to, changes in:</p> <p>a) the legal status or ownership of the Organisation;</p> <p>b) the Organisation's management structure;</p> <p>c) the production process, products, or product selection;</p> <p>d) insolvency, bankruptcy, closure, and</p> | <p>i) 根据 Preferred by Nature 的争议解决政策处理任何投诉，只有在未解决的情况下，才应将投诉提交认可机构或认证项目所有者，并记录其收到的与认证要求的符合性有关的任何投诉，对投诉作出回应，采取适当的行动和保存所采取措施和投诉最终结果的书面记录。组织应根据要求向 Preferred by Nature 提供这些记录；</p> <p>j) 根据 Preferred by Nature 的争议解决政策，首先解决组织可能与 Preferred by Nature 和/或任何未解决的对组织的投诉，并同意仅在投诉未解决时才将任何投诉提交给认证机构或认证计划所有者组织的满意度；</p> <p>k) 不得从事任何可能损害 Preferred by Nature、认可机构或认证项目所有者声誉的活动或提出任何索赔；</p> <p>l) 适用于认证方案和服务范围时，应符合附件中的所有要求。</p> <p>4.2 组织同意在不迟于十（10）个工作日内（除非认证要求规定的时间较短），尽快通知 Preferred by Nature 可能影响其符合认证要求能力的任何基本变更。此类变更可能包括但不限于以下方面的变更：</p> <p>a) 组织的法律地位或所有权</p> <p>b) 组织架构</p> <p>c) 生产过程、产品或产品选择</p> <p>d) 破产、破产、关闭和其他类似事件</p> |
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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.

## 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 Preferred by Nature during the preparation of the Proposal and that require additional site visits or further investigation. The Certification Scope and costs are detailed in the Proposal sent to the Organisation by Preferred by Nature. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, will be communicated to the Organisation before Preferred by Nature invoices Organisation and 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. 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 Preferred by Nature.

## 6. Certificate validity and scope

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

- e) 生产/操作地点；以及
- f) 在某种程度上危及符合认证要求的质量管理体系。

## 5. 付款和费用

- 5.1 组织同意支付所有审核和审核活动相关的全部费用，包括由于在编制项目计划书期间发现或披露了Preferred by Nature不知道或未考虑的信息而产生的额外审核费用，额外费用需要额外的实地考察或进一步的调查。认证范围和成本在Preferred by Nature发送给组织的书面“项目计划书”中有详细说明，并通过引用纳入本文。除上文第4.1 f) 条规定的“不通知现场审核”相关费用外，Preferred by Nature收取任何费用将与组织提前沟通，沟通之后组织支付相应费用。
- 5.2 组织将支付相关认证项目所有者和/或认可机构要求的任何费用。组织承认认证项目所有者和/或认可机构可修改其费用，此类修改不在Preferred by Nature的控制范围内。

## 6. 证书有效期和范围

- 6.1 颁发证书的前提是Preferred by Nature指定的人员做出肯定的认证决定。认证决定考虑到认证报告和审核组的建议。Preferred by Nature有权推迟或推迟其认证决定，用来参考尚未在其审核报告中出现的新的或额外的信息，而且Preferred by Nature认为这些信息可能影响其评估结果。
- 6.2 组织承认，在该组织获得Preferred by



- certification process is not complete until the Organisation has been issued a Certificate registration code by Preferred by Nature. The Certificate registration code will be issued upon a positive certification decision being reached and after this Agreement has been signed and all pending costs and fees have been paid.
- 6.3 The Organisation acknowledges that Preferred by Nature 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 reassessment is required. A new Certificate is issued upon the Organisation achieving a positive certification decision. In order to avoid a gap in certification, the reassessment shall be conducted, and the new Certificate shall be issued, prior to the Termination date of the existing Certificate.
- 6.5 Preferred by Nature 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.
- 6.6 The Organisation agrees that Preferred by Nature is not obligated to issue or maintain certification if the activities of the Organisation conflict with the obligations of Preferred by Nature as specified in its accreditation agreement with an Accreditation Body, or that, in the sole opinion of Preferred by Nature, reflect badly on the good name of Preferred by Nature.
- 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
- Nature颁发的证书和证书号之前，认证过程并不完整。一旦达成积极的认证决定，并签署本协议，支付所有待定成本和费用后，Preferred by Nature将发放证书。
- 6.3 组织承认Preferred by Nature没有义务与组织建立或维持任何商业或其他关系，也没有义务向组织颁发证书或维持证书有效性。
- 6.4 证书的有效期取决于认证要求，除非提前暂停或终止。在此有效期之后，证书将过期并自动终止。如果组织希望保留其证书，则需要重新评估。当Preferred by Nature对组织做出积极的认证决定时，将颁发新的证书。为避免证书有效性间断，Preferred by Nature应在现有证书终止日期前对组织进行重新评估并颁发新证书。
- 6.5 Preferred by Nature将直接向组织发送通知，宣布颁发、暂停或终止任何证书。组织承认，此类通知也是传达本协议项下证书有效性和证书数量变化的基础。
- 6.6 组织同意，如果组织的活动与认可机构的认证协议中规定的Preferred by Nature义务相冲突，或Preferred by Nature认为对Preferred by Nature的名誉有不良影响，则Preferred by Nature没有义务颁发或维持认证。
- 6.7 组织承认，满足所有认证要求并及时支付所有认证成本和费用是维持有效证书的前提。

Certificate.

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| <p>6.8 The Organisation agrees to notify Preferred by Nature about any desired changes to the Certification Scope before these changes are implemented. Preferred by Nature will evaluate the need for additional audit activities, if any, and will agree with the Organisation on the steps that need to be taken before the scope can be changed.</p> | <p>6.8 组织同意在实施这些变更之前通知Preferred by Nature认证范围的任何预期变更。Preferred by Nature将评估额外审核活动（如有）的必要性，并与组织商定变更范围前需要采取的步骤。</p> |
| <p>6.9 The Organisation has the right to object to the audit process or appeal a certification decision to Preferred by Nature in accordance with Preferred by Nature and Certification Scheme Owner policies and procedures.</p>  | <p>6.9 组织有权根据Preferred by Nature和认证项目所有者政策和程序对审核过程提出不同意见或向Preferred by Nature上诉认证决定。</p>                          |

## 7. Certificate Termination and Suspension

## 7. 证书终止和暂停

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| <p>7.1 Upon written notice to Organisation, Preferred by Nature may Terminate or Suspend a Certificate on any of the grounds listed in clause 11.2.</p>   | <p>7.1 在向组织发出书面通知后，Preferred by Nature可基于第11.2节所列的任何理由终止或暂停证书。</p>  |
| <p>7.2 Upon Suspension or Termination of the Certificate, the Organisation agrees to immediately take the following steps:</p> <ul style="list-style-type: none"><li>a) cease selling any products as certified (applicable for product certification) and take steps to remove all related information;</li><li>b) cease usage of any claims, labelling or advertising in relation to its certification and certified status;</li><li>c) at its own expense, remove all uses of names, initials, logos, certification marks or other trademarks of Preferred by Nature and the Certification Scheme Owner from its products, documents, advertising and/or marketing materials, and business-to-business communications;</li><li>d) where required by the Certification Scheme Owner or Preferred by Nature, inform relevant customers about the Suspension or Termination within three (3) business days of Suspension or Termination, and maintain records of such notification;</li></ul> | <p>7.2 证书暂停或终止后，组织同意立即采取以下步骤：</p> <ul style="list-style-type: none"><li>a) 停止销售任何经认证的产品（适用于产品认证），并采取措施删除所有相关信息；</li><li>b) 停止使用与认证和认证状态有关的任何声明、标签或广告；</li><li>c) 自费从其产品、文件、广告和/或营销材料以及企业对企业的沟通中删除 Preferred by Nature和认证项目所有者的所有名称、首字母、徽标、认证标志或其他商标的使用；</li><li>d) 如果认证计划所有人或Preferred by Nature要求，在暂停或终止后三（3）天内通知相关客户暂停或终止，并保存此类通知的记录；</li></ul> |

- e) destroy the issued original Certificate and all copies; and
- f) cooperate with Preferred by Nature and the relevant Certification Scheme Owner and/or Accreditation Body to confirm that these obligations have been met.

- e) 销毁签发的原始证书和所有副本；以及
- f) 与Preferred by Nature和相关认证项目所有者和/或认可机构合作，以确认这些义务已得到履行。

## 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 Preferred by Nature and the Certification Scheme Owner.
- 8.2 As a Certificate holder, the Organisation agrees to accurately and fairly represent its 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 products, characteristics or operations outside of the Certification Scope.
- 8.3 The Organisation shall ensure that any public usage by the Organisation of the name, logo or trademarks of Preferred by Nature, the Certification Scheme Owner or the Accreditation Body shall be previously reviewed and approved in writing by Preferred by Nature in accordance with the Certification Requirements.
- 8.4 The Organisation acknowledges the intellectual property rights of Preferred by Nature, the Certification Scheme Owner and Accreditation Body and that they shall continue to retain full ownership of their intellectual property rights and that nothing shall be deemed to constitute a right for the Organisation to use or cause to be used any of the intellectual property rights belonging to Preferred by Nature, the Certification Scheme Owner and Accreditation Body, except as otherwise set forth in this

## 8. 认证声明和商标使用

- 8.1 只要在本协议有效期内遵守其义务，组织可根据Preferred by Nature认证项目所有者的规则，就其参与相关认证服务及其认证状态发表公开声明；
- 8.2 作为证书持有者，组织同意准确、公平地代表其认证范围，包括范围内的产品、场所和活动。组织必须限制其认证仅与符合相关认证要求有关，而不与认证范围之外的任何其他产品、特性或操作有关。
- 8.3 组织应确保，任何对Preferred by Nature、认证项目所有者或认可机构的名称、标志或商标的公开使用，应事先由Preferred by Nature审查和书面批准（如适用）。
- 8.4 本组织承认Preferred by Nature的知识产权，所有者和认证机构的认证方案，他们将保留完整的知识产权和所有权，应被视为构成对该组织使用或使用造成的任何知识产权属于Preferred by Nature，认证计划所有者和认可机构，除非本协议另有规定。

Agreement.

8.5 Preferred by Nature reserves the right to follow up on information obtained regarding infringements of the trademarks or intellectual property rights of Preferred by Nature, the Certification Scheme Owner and Accreditation Body.

## 9. Confidentiality and public information

9.1 Neither Party to this Agreement shall disclose or publish any confidential information of the other Party, without written consent of the other Party, unless:

- a) the disclosure is to the receiving Party's attorneys or authorised agents;
- b) disclosure is required by law or by a judicial, governmental or regulatory body;
- c) such information is publicly available without any violation of this Agreement by the receiving Party;
- d) the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the furnishing Party; or
- e) the information is disclosed by a source who does not have an obligation to treat the information as confidential.

9.2 Notwithstanding the foregoing:

- a) Preferred by Nature may provide the Certification Scheme Owner or the Accreditation Body with access to confidential information of the Organisation if required by Certification Requirements;
- b) where required by the Certification Requirements, Preferred by Nature may produce public summaries of the Organisation's audit reports and either Preferred by Nature or Certification Scheme Owner may disclose or publish such summary information in whole or in part; and
- c) Preferred by Nature and Certification Scheme Owner have the right to list the certified Organisations and publish

8.5 Preferred by Nature 保留跟进所获得的有关Preferred by Nature、认证计划所有者和认证机构的商标或知识产权侵权信息的权利。

## 9. 保密和公开信息

9.1 未经另一方同意，本协议任何一方均不得披露或发布任何一方认定为保密的信息，以下情况除外：

- a) 认证项目所有者或认可机构要求公开这些信息；
- b) 法律或司法、政府或监管机构要求披露；
- c) 该等信息由接收方在不违反本协议的情况下公开获得；
- d) 在提供方披露该信息之前，接收方已在非保密的基础上获得该等信息；或
- e) 这些信息由没有义务将其视为机密的消息来源披露的。

9.2 尽管有上述规定：

- a) 如果认证要求有要求，Preferred by Nature 可以向认证计划所有者或认可机构提供访问本组织机密信息的权限；
- b) 根据认证要求，Preferred by Nature 可提供组织审核报告的公开摘要，Preferred by Nature 或认证计划所有者可全部或部分披露或发布该摘要信息；和
- c) Preferred by Nature 及认证计划拥有人有权在其网站上列出获认证机构及公布

Certificate(s) on their websites.

9.3 The Organisation agrees that Preferred by Nature designated personnel, as well as personnel and authorised 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 Preferred by Nature or the certification of Organisation in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorised representatives accompanying Preferred by Nature designated personnel at audits. Preferred by Nature reserves the right to request other supporting information such as shape files and photographs.

9.4 In so far as it is necessary for Preferred by Nature or the Certification Scheme Owner to perform their obligations under this Agreement, Preferred by Nature and the Certification Scheme Owner shall be entitled and authorised to process the Organisation's personal and business data in accordance with any applicable data protection legislation.

## 10. Limitation of liability and indemnification

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

10.2 The Organisation agrees that Preferred by Nature is not liable to the Organisation, any customer of 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

证书。

9.3 组织同意Preferred by Nature的指定人员，以及认证计划所有者和认可机构的人员和授权代表，有权接触机密信息、审核报告、及本组织为评估本组织是否符合认证要求而进行优选性质认证或该组织认证所需的其他有关资料。这可能包括上述人员或授权代表陪同Preferred by Nature指定人员进行审核。Preferred by Nature保留要求提供其他支持信息的权利，如形状文件和照片。

9.4 只要有必要为Preferred by Nature或认证方案业主履行本协议义务，Preferred by Nature和认证项目所有者有权组织和授权过程的个人和业务数据依照任何适用的数据保护法律。

## 10. 责任限制和赔偿

10.1 在本协议中，损害赔偿是指任何索赔、要求、诉因、损害赔偿、判决或和解的经济后果，包括但不限于律师费和法庭费用。

10.2 组织同意，对于直接或间接由组织自身造成的任何损害，Preferred by Nature不对组织、组织的任何客户或任何其他个人或实体承担责任：

- a) 认证范围内产品的制造、使用、销售、广告、推广、经销、采伐、迁移、加工、运输或其他处置；



Certification Scope;

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| <p>b) marketing, advertising or promotion of its certified product, enterprise or operation; or</p> <p>c) failure to comply with the terms and conditions of the certification hereunder.</p>   | <p>b) 对其认证产品、企业或经营进行营销、广告或推广；或</p> <p>c) 未能遵守认证的条款和条件。</p>   |
| <p>10.3 The Organisation agrees that in no event shall Preferred by Nature be liable to the Organisation, any Organisation customer or any other person or entity for any indirect, incidental, consequential or punitive Damages, however caused, arising out of or relating to this Agreement. The Organisation agrees not to take any legal action against Preferred by Nature, present any claims for any kind of compensation to Preferred by Nature, or hold Preferred by Nature liable in any way for any Damages or consequences resulting from Termination or Suspension of a Certificate made in accordance with the terms of this Agreement.</p>   | <p>10.3 本组织同意，在任何情况下，本组织、任何组织客户或任何其他个人或实体均不对因本协议而引起的或与本协议有关的任何间接、附带、后果性或惩罚性损害赔偿承担责任。组织同意不采取任何法律行动偏好的性质，提出任何索赔的赔偿Preferred by Nature或持有优先责任以任何方式对任何损失或后果的终止或暂停证书按照本协议的条款。</p>   |
| <p>10.4 Preferred by Nature'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 Preferred by Nature under this Agreement.</p>  | <p>10.4 对于因本协议产生或与本协议有关的任何损害，Preferred by Nature对组织的总责任不得超过组织根据本协议向Preferred by Nature支付的年度总费用。</p>  |
| <p>10.5 Organisation agrees to defend, indemnify and hold harmless Preferred by Nature and its officers, directors, agents and employees against and from all Damages in connection with this Agreement or the certification hereunder 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</p> | <p>10.5 组织同意为Preferred by Nature及其管理人员、董事、代理人 and 员工辩护、赔偿并使其免受与本协议或本协议项下认证相关的所有损害，包括但不限于（a）包括但不限于任何由于认证范围内的制造、使用、销售、广告、促销、分销、砍伐、移除、加工、运输或其他处置认证范围内的产品造成的人身伤害、财产损害、产品责任或其他索赔；包括但不限于产品责任索赔；或（b）因组织未能遵守本协议或本协议项下认证的条款和条件而直接或间接产生的任何索赔，由于Preferred by Nature的重大过失或故意不当行为造成的损失除外。</p> |

to Preferred by Nature's gross negligence or wilful misconduct.

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.

## 11. Term and termination

11.1 This Agreement shall be effective upon execution of the Agreement by both Parties. The Agreement terminates automatically after the last remaining Certificate is Terminated or expires or once it is determined that the Organisation will not be obtaining certification. If the last Certificate expires in cases where certification will potentially be renewed, this Agreement can be automatically extended for up to 4 months.

11.2 This Agreement may be terminated by any of the following:

- a) mutual agreement of the Parties;
- b) Organisation with thirty (30) days' written notice;
- c) Preferred by Nature with ninety (90) days' written notice;
- d) Preferred by Nature, if Organisation breaches its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
- e) Either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
- f) Preferred by Nature, immediately, if Organisation, in the sole opinion of

10.6 本协议任何一方均不对因其无法控制的原因（不可抗力）以及该方的疏忽或渎职而无法或未能遵守本协议的条款负责。这些原因应包括但不限于：火灾、风暴、洪水、地震或其他自然灾害、爆炸、恐怖活动、战争、叛乱、暴动、叛乱、破坏、流行病、检疫限制、劳工纠纷、禁运和任何政府的行为，包括任何政府未能批准进出口许可。

## 11. 期限和终止

11.1 本协议在双方执行协定后生效。协议在剩余最后证书终止或过期或确定组织不会获得认证后自动终止。如果最后一份证书在可能续签时过期，本协议可自动延长至多 4 个月。

11.2 本协议可由下列任何一项终止：

- a) 双方共同商定；
- b) 组织，有三十（30）天的书面通知；
- c) Preferred by Nature与90（90）天的书面通知；
- d) Preferred by Nature，如果组织违反其在本协议下的义务，并且未能在 Preferred by Nature 定义的时间段内纠正任何违约行为；
- e) 如果另一方违反本协议规定的保密义务，任何一方立即采取行动；
- f) 如果组织在Preferred by Nature 的唯一意见中违反了Preferred by Nature

Preferred by Nature, violates the principles of Preferred by Nature's Policy of Association and fails to take corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation of such violations in writing;

- g) Preferred by Nature, immediately, if Organisation, in the sole opinion of Preferred by Nature, has discredited Preferred by Nature or the Certification Scheme Owner, or if any of the Organisation's activities reflect badly on the name of Preferred by Nature or the Certification Scheme Owner and Organisation fails to take corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation in writing; or
- h) Preferred by Nature, in accordance with the process and timelines defined in the Certification Requirements.

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.

11.4 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 Preferred by Nature, except as set forth in the provisions of section 5, clauses 7.2, 9.1, 9.2, all clauses in section 10, and those provisions that by nature are intended to survive termination of the Agreement.

## 12. Miscellaneous

- 12.1 This Agreement supersedes and replaces all prior agreements between the Parties with respect to the subject matter contained herein.
- 12.2 This Agreement is governed by and construed in accordance with the laws of Estonia, without regard to any conflict of law principles.

的协会政策的原则，并且在可能的情况下，在Preferred by Nature 通知组织后的规定时间内未能采取纠正措施，则立即以书面形式组织此类违规行为；

- g) Preferred by Nature，如果组织在Preferred by Nature的唯一意见中，有诋毁Preferred by Nature或认证计划所有者的信誉，或者如果组织的任何活动对Preferred by Nature或认证计划所有者和组织在Preferred by Nature通知组织之后的一定时间内未能采取纠正措施（如果可能的话）：或
- h) Preferred by Nature根据认证要求中g规定的过程和期限。

11.3 组织理解并承认，本协议终止后，根据本协议向组织颁发的所有证书也将终止。

11.4 本协议终止后，各方的权利和特权应立即终止，组织或Preferred by Nature不承担任何责任或义务，第5条、第7.2条、第9.1条和第10条中的所有条款规定的除外，这些条款应在本协议终止后继续有效。

## 12. 其他

- 12.1 本协议取代并取代双方之前就此处包含的主题达成的所有协议。
- 12.2 本协议受爱沙尼亚法律管辖，不考虑任何法律冲突原则。

- 12.3 The Parties shall first seek to amicably resolve any disputes through mutual agreement but if no resolution is achieved, the dispute shall be submitted to the courts of Estonia, which shall have exclusive jurisdiction.
- 12.3 双方应通过协商解决任何争议。但如不能解决，则应将争议提交爱沙尼亚法院，爱沙尼亚法院应具有专属管辖权。
- 12.4 Preferred by Nature may, from time to time, modify this Agreement as a result of changing Accreditation Body requirements, Certification Requirements, or Preferred by Nature procedures. Any such modifications that would affect the Organisation's ongoing obligations shall be provided to the Organisation in writing at least ninety (90) days before they become effective. If the Organisation objects to any of the changes, the Organisation has the right to terminate the Agreement by giving Preferred by Nature thirty (30) days written notice. Any other amendments to this Agreement shall be agreed to in writing and signed by both Parties.
- 12.4 由于认可机构要求、认证要求或优先级程序的变更，Preferred by Nature可修改本协议。任何此类影响本组织现行义务的修改，应在其生效前至少九十(90)天以书面形式提交本组织。如果本组织反对任何变更，本组织有权终止本协议，并在三十(30)天内由Preferred by Nature发出通知。对本协议的任何其他修改均须经双方书面同意并签署。
- 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.
- 12.5 如果本协议的任何一个或多个条款在任何方面无效、非法或不可执行，本协议其余条款的有效性、合法性或可执行性不受影响。
- 12.6 Assignment of any rights, or delegation of duties under this Agreement may be made only upon prior written notification to the other Party, at minimum ninety (90) days in advance. This Agreement shall be binding on the successors and assigns of the Parties in its entirety.
- 12.6 本协议项下任何权利的转让或职责的委托，必须至少提前90天以书面形式通知另一方。本协议对双方的继承人和受让人具有约束力。
- 12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.
- 12.7 本协议一式多份。传真、电子邮件和其他电子签名与原件具有同等效力和约束力。

This agreement is executed in both English and Chinese versions. In the case of any conflict or doubt as to the proper construction of this agreement, the English version shall govern.

本协议以中英文两种文本签署。如果对本协议的正确解释有任何冲突或疑问，应以英文版本为准。

	On behalf of NEPCon OÜ trading as Preferred by Nature / Preferred by Nature NEPCon OÜ 代表	On behalf of Organisation / 组织代表
Name / 姓名		
Title / 职务		
Signature and Date / 签名和日期		



## Appendix for GlobalG.A.P.

This appendix contains terms and conditions that are only applicable to organisations that are a GlobalG.A.P. Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Obligations of Organisation

- 1.1 The Organisation agrees to sign the most updated version of the sublicense and certification agreement, which is available to be downloaded from the GlobalG.A.P. website.

## GlobalG. A. P 附录。

本附录包含的条款和条件只适用于 GlobalG. A. P. 的组织。证书持有者。这些特定条款和条件是附加在本协议的所有其他适用条款和条件之外的。若本附件与本协议其余部分有冲突或不一致之处，则以本附件条款为准。

### 1. 组织的义务

- 1.1 本组织同意签署最新版本的分许可和认证协议，该协议可从GlobalG. A. P. 下载。

## Appendix for Programme for the Endorsement of Forest Certification (PEFC)

This appendix contains terms and conditions that are only applicable to organisations that are a PEFC Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Confidentiality and public information

- 1.1 Preferred by Nature may provide the Certification Scheme Owner or the Accreditation Body with access to confidential information of the Organisation if required by Certification Requirements. Such information includes but is not limited to: copies of audit reports and other necessary audit records requested by PEFC, and summary reports for resolved complaints and appeals against the PEFC certified client organisations received by Preferred by Nature.

## PEFC 认证附录

此附录包含仅适用于 PEFC 证书持有组织的条款和条件。这些具体条款和条件是协定所有其他适用条款和条件的补充。如果本附录与协定其余部分发生冲突或不一致，以本附录的条款优先。

### 1. 保密和公共信息

- 1.1 如果认证要求需要，Preferred by Nature 可以向认证计划所有者或认可机构提供访问组织机密信息的权限。此类信息包括但不限于：PEFC 要求的审计报告和其他必要审计记录的副本，以及 Preferred by Nature 收到的针对 PEFC 认证客户组织的已解决投诉和上诉的总结报告

## Appendix for Rainforest Alliance Sustainable Agriculture Certification

This appendix contains terms and conditions that are only applicable to organisations that are a Rainforest Alliance Sustainable Agriculture Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of this Agreement, the terms of this appendix shall prevail. This appendix and all clauses in this Agreement that are required by Rainforest Alliance are subject to applicable law.

### 1. Obligations of Organisation

#### 1.1 The Organisation agrees that:

- a) for groups, the Organisation agrees to cause each group member to conform to the applicable standards and comply with all obligations thereof, including without limitation all provisions relating to the Organisation under this Agreement;
- b) it shall notify Preferred by Nature 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 could affect the Organisation's conformance with the applicable standards or compliance with applicable law;
- c) it will only take legal action against the Rainforest Alliance upon the final disposition of its dispute through Preferred by Nature's Dispute Resolution Policy and the Rainforest Alliance grievance procedure;
- d) the Rainforest Alliance is entitled to visit, at its own discretion and cost, the Organisation, with or without notification to Preferred by Nature or to the Organisation. The Rainforest Alliance may observe the Organisation during the visit or conduct an audit with or without Preferred by Nature; and
- e) the Rainforest Alliance has the right to request that Preferred by Nature conduct unannounced or investigation audits of the Organisation.

## 雨林联盟可持续农业认证附录

本附录包含仅适用于雨林联盟可持续农业证书持有人的组织的条款和条件。这些具体条款和条件是协定所有其他适用条款和条件的补充。如果本彭迪克斯与本协定其余部分发生冲突或不一致，则以该条款为准。本附录和本协定中雨林联盟要求的所有条款均受适用法律的约束。

### 1. 组织义务

#### 1.1 该组织同意:

- a) 对于团体，本组织同意使每个团体成员遵守适用的标准并遵守其所有义务，包括不限于本协定中与本组织有关的所有规定；
- b) 应在 48 小时内以书面形式通知 Preferred by Nature 其系统和程序的任何根本变化，或其管理、结构或所有权的任何变化，或任何其他可能影响本组织遵守适用标准或合规性的信息 有适用的法律；
- c) 只有在通过自然的争议解决政策和雨林联盟的申诉程序最终解决其争端后，才会对雨林联盟采取法律行动；
- d) 雨林联盟有权自行决定访问本组织，无论是否通知 Preferred by Nature 或本组织。无论是否有 Preferred by Nature 在场，雨林联盟可以在访问期间观察本组织或进行审核；
- e) 雨林联盟有权要求 Preferred by Nature 组织对本组织进行未经宣布或调查审核。

## 2. Certificate Termination and Suspension

- 2.1 Upon Suspension or Termination of the Certificate, the Organisation shall agree to immediately:
- a) Comply to the sell-off requirements defined in the Certification Requirements.
    - i. Cease to make any use of any trademark of the Rainforest Alliance to sell any previously labelled product unless such trademark is removed, and/or to make any claims that imply that such product, Organisation's enterprise or Organisation, conforms to the applicable standards.
    - ii. At the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of the 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 Requirements.
- 2.2 Notwithstanding the foregoing, for a period beginning on the effective date of Suspension or Termination of the Certificate and ending on the date that is six (6) months from the Suspension or Termination Date, the Organisation may sell certified product in accordance with the Rainforest Alliance Supply Chain Policy and applicable Certification Requirements and policies, which may be amended from time to time.
- 2.3 If Preferred by Nature decides not to certify or terminates or suspends a Certificate, the Organisation may not change its certification body until the next certification audit and cycle after the certification decision was made.

## 3. Certification claims and trademark usage

- 3.1 The Organisation acknowledges that it may not use the Rainforest Alliance Certified™ certification mark other than pursuant to the terms of a valid written license agreement

## 2. 证书终止和暂停

- 2.1 证书暂停或终止后，组织应立即同意：
- a) 遵守认证要求中定义的抛售要求。
    - i. 除非删除任何以前标记的产品，否则停止使用雨林联盟的任何商标销售任何以前标有的产品，并/或提出任何暗示此类产品（该组织的企业或组织）符合适用标准的主张。
    - ii. 自费将雨林联盟的所有名称、首字母缩写、徽标、认证标志或其他商标从其产品中删除（或在无法删除的情况下，召回任何此类产品）、文件、广告和/或营销材料、物理或电子宣传材料或媒体、宣传册或网页、标志或其他文件以及企业对企业通信，一旦认证要求要求。
- 2.2 尽管有前述，在证书暂停或终止生效之日开始，到暂停或终止日期为六（6）个月结束的期间内，本组织可以根据雨林联盟供应链政策和适用的认证要求和政策销售认证产品，这些要求和政策可能会不时修改。
- 2.3 如果Preferred by Nature决定不认证、终止或暂停证书，则组织在下次认证审核和认证决定后的周期之前不得更改其认证机构。

## 3. 认证声明和商标使用

- 3.1 本组织承认，除根据该组织与雨林联盟之间签订的有效书面许可协议（包括雨林联盟事先书面批准用于任何用途）的条款

executed between the Organisation and Rainforest Alliance, including prior written approval by Rainforest Alliance for any use, and agrees to adhere to the Requirements and Guidelines for Use of Rainforest Alliance Trademarks as published on the Rainforest Alliance website.

- 3.2 The Organisation agrees that any representation it makes with respect to the Rainforest Alliance, certified product, the scope of an operation's certification to the Rainforest Alliance standards, or with respect to its collaboration with or support for the Rainforest Alliance, shall be fair and accurate. The Organisation shall restrict its representations with respect to certification of certified product to the applicable Rainforest Alliance 2020 Standard (or subsequent Rainforest Alliance standards) and not with respect to products, product characteristics or agricultural operations not included within the scope of the Certificate of the Organisation that covers the certified product. The Organisation agrees that it will not use any Rainforest Alliance trademarks or make claims, representations, public statements or use language about or references to the Rainforest Alliance in connection with the direct or indirect sale, marketing or advertising of products that are not certified products except as specifically permitted in a license agreement with the Rainforest Alliance.
- 3.3 The Organisation shall not use the name, certification mark, logos or other trademarks of the Rainforest Alliance except as permitted in a licensing agreement with the Rainforest Alliance. The Organisation shall fully cooperate with the Rainforest Alliance and Preferred by Nature with respect to any unauthorised use, infringement, or dilution of the trademarks or other intellectual property rights of the Rainforest Alliance.

#### 4. Confidentiality and public information

- 4.1 The Organisation agrees to comply with the Rainforest Alliance requirements for transparency and confidentiality as set forth in its licensing agreement with the Rainforest Alliance.
- 4.2 The Rainforest Alliance has the right to display the Organisation name on transaction certificates for sales of certified products from that farm or

外，不得使用雨林联盟认证™认证标志，并同意遵守雨林联盟网站上公布的雨林联盟商标使用要求和准则。

- 3.2 本组织同意，其就雨林联盟、认证产品、雨林联盟标准认证范围或与雨林联盟的合作或支持所作的任何陈述均应公平准确。组织应将其关于认证产品认证的陈述限制为适用的雨林联盟 2020 标准（或随后的雨林联盟标准），而不是不包括在组织证书范围内的产品、产品特性或农业经营涵盖认证产品。本组织同意，不会在非认证产品的直接或间接销售、营销或广告中使用任何雨林联盟商标，也不会对雨林联盟进行声明、陈述、公开声明或使用语言或提及雨林联盟，除非在与雨林联盟的许可协议中特别允许。

- 3.3 除与雨林联盟的许可协议允许外，本组织不得使用雨林联盟的名称、认证标志、标志或其他商标。本组织应与雨林联盟和 Preferred by Nature 组织充分合作，处理未经授权使用、侵犯或稀释雨林联盟的商标或其他知识产权的行为。

#### 4. 保密和公共信息

- 4.1 同意遵守雨林联盟在与雨林联盟的许可协议中规定的透明度和保密性要求。
- 4.2 只要保持隔离，雨林联盟有权在从该农场或集团销售认证产品的交易证书上显示组织名称，贯穿整个供应链到认证产品的最



group, throughout the supply chain to the final seller of the certified products as long as segregation is maintained.

- 4.3 The Rainforest Alliance has the right to display the Organisation's name on transaction certificates issued by or to the Organisation or one of its sites.

## 5. Term and termination

- 5.1 This Agreement may be terminated by:
- Preferred by Nature with ninety (90) days' written notice in the event that Preferred by Nature's authorisation as a certification body is suspended or cancelled.

终销售商。

- 4.3 雨林联盟有权在组织或其网站之一签发的交易证书上显示组织名称。

## 5. 期限和终止

- 5.1 本协议可由
- 如果Preferred by Nature对认证机构的授权被暂停或取消，则Preferred by Nature会优先选择 90（90）天的书面通知。

## Appendix for Roundtable on Sustainable Palm Oil (RSPO)

This appendix contains terms and conditions that are only applicable to organisations that are a RSPO Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Obligations of Preferred by Nature

- 1.1 In case the scope of Preferred by Nature's RSPO accreditation is reduced, suspended or terminated, Organisation's RSPO Certificate will remain valid until the next annual audit date. In case Preferred by Nature's RSPO accreditation is suspended or terminated within four (4) months of Organisation's next annual audit date, the Organisation is given a three (3) month extension from the expiry date of Certificate by RSPO. Preferred by Nature will inform the Organisation within fourteen (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 another 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.

### 2. Term and termination

- 2.1 Regarding any RSPO services, this Agreement is valid only on the assumption that the Organisation (or its parent organisation or one of its majority owned and/or managed subsidiaries) is an active member of RSPO. The Agreement terminates in relation to any RSPO services in case the Organisation's (or its parent organisation or one of its majority owned and/or managed subsidiaries) RSPO membership becomes suspended or terminated.

## 可持续棕榈油 RSPO 附录

此附录包含仅适用于 RSPO 证书持有组织的条款和条件。这些具体条款和条件是协定所有其他适用条款和条件的补充。如果本附录与协定其余部分发生冲突或不一致，优先本附录的条款。

### 1. Preferred by Nature 的义务

- 1.1 如果Preferred by Nature的RSPO认证范围减少、中止或终止，组织的RSPO证书将一直有效到下一个年度审核日期。如果Preferred by Nature的 RSPO 认证在组织下一年度审计日期后的 四（4）个月内暂停或终止，则 RSPO 将自证书到期之日起延长 三（3）个月。Preferred by Nature将在状态发生变化后的十四（14）天内通知组织，并将遵守认证机构和 RSPO 将证书转让给另一个认可认证机构的要求。如果在暂停或终止日期之前进行审核，但认证过程尚未完成，则 RSPO 秘书处将与认证机构一起决定该流程的继续。

### 2. 期限和终止

- 2.1 关于任何 RSPO 服务，本协议仅在假设组织（或其母公司或其多数拥有和/或托管的子公司之一）是 RSPO 的活跃成员的情况下才有效。如果组织（或其母公司或其多数拥有和/或托管的子公司之一）RSPO 成员资格被暂停或终止，则协议终止与任何 RSPO 服务有关。

## Appendix for Sustainable Biomass Program (SBP)

This appendix contains terms and conditions that are only applicable to organisations that are an SBP Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Obligations of Organisation

#### 1.1 The Organisation agrees to:

- a) provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives access to any facilities, information, documents, and personnel and to the Organisation's subcontractors, and also provide Preferred by Nature and the Certification Scheme Owner the right to use and process any information relating to the Organisation or provided by the Organisation, in so far as it is necessary to evaluate and verify compliance of the Organisation with the Certification Requirements. For SBP applicants and subsequent Certificate holders, this information includes but is not limited to: any Supply Base Report; Preferred by Nature public summary reports; data required by SBP for greenhouse gas calculations and regulatory reporting; and any data required by SBP to be supplied to the Organisation's purchaser/customer with each batch of biomass supplied or sold.

### 2. Confidentiality and public information

- 2.1 Both Preferred by Nature and SBP shall be entitled and authorized to process the Organisation's personal data and business data (so far as is necessary for the purpose of performance obligations to Preferred by Nature and/or SBP) in accordance with

## 可持续生物质计划 SBP 附录

本附录包含仅适用于 SBP 证书持有组织的条款和条件。这些具体条款和条件是协定所有其他适用条款和条件的补充。如果本附录与协定其余部分发生冲突或不一致，优先本附录的条款。

### 1. 组织义务

#### 1.1 组织同意

- a) 提供Preferred by Nature、认证计划所有者或认可机构人员或授权代表访问任何设施、信息、文件和人员以及组织的分包商，并提供Preferred by Nature和认证计划所有者使用和处理与组织或组织提供的任何信息的权利，以评估和验证组织是否遵守认证要求。对于 SBP 申请人和后续证书持有人，此信息包括但不限于：任何供应基础报告；Preferred by Nature 公共摘要报告；SBP要求用于温室气体计算和监管报告的数据；以及 SBP要求向本组织的购买者/客户提供每批生物质供应或销售的任何数据。

### 2. 保密和公共信息

- 2.1 根据95/46/EC—欧洲议会和理事会关于在处理个人数据和此类数据的自由流动方面保护个人的法律，以及任何其他适用的数据保护法，Preferred by Nature 和 SBP 均有权、被授权处理组织的个人数据和业务数据（只要是

Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any other applicable data protection legislation.

对 Preferred by Nature 和/或 SBP 履行义务所必需的)。