

## Certification Agreement

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

Preferred by Nature OÜ, an Estonian limited liability company; 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.

## Contract de Certificare

Acest contract de certificare ("Contract") este incheiat de si intre:

Preferred by Nature OÜ, o societate cu raspundere limitata estona; numar de inregistrare 10835645; cod TVA EE100736494; cu adresa: Filosoofi 31, Tartu, Estonia ("Preferred by Nature")

SI

Full legal name of the client; avand adresa in [Click here to enter text](#) ("Organizatia").

Preferred by Nature si Organizatia sunt denumite colectiv "Parti" si se pot identifica individual ca "Parti".

### 1. Conditii

- 1.1 Asa cum este utilizat in prezentul Contract, aceste cuvinte vor avea urmatoarele semnificatii cand vor fi scrise cu majuscule:

**Organismul de acreditare** – face referire la orice organism sau autoritate de terta parte care realizeaza acreditarea sau aprobarea Preferred by Nature ca organism de certificare.

**Contract** – face referire la acest Contract, incluzand anexele acestui Contract, documente incluse sau la care se face referire in cadrul acestui Contract, si orice documente realizate de Parti cu scopul de a modifica sau inlocui acest Contract.

**Planul de Audit** – face referire la documentul/ele oferite Organizatiei de catre Preferred by Nature pentru a permite Organizatiei sa planifice si sa se pregateasca pentru audit. Planul de Audit detaliaza durata auditului, locatia auditului, criteriile de auditare, componenta echipei de audit, agenda auditului si orice alte informatii relevante.

**Certificat(e)** – face referire la documentul/documentele oficiale care atesta ca Organizatia a fost certificata in urma deciziei pozitive de certificare. Validitatea si scopul Certificatului/Certificatelor sunt descrise in sectiunea 6.

**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 Preferred by Nature’s and/or the relevant Certification Scheme Owner’s website. Preferred by Nature also maintains service info sheets that include additional conditions and information related to specific certification and verification services and are available at [www.preferredbynature.org](http://www.preferredbynature.org).

**Certification Scheme Owner** – refers to the organisation responsible for developing and maintaining a certification scheme 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 audit 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 Preferred by Nature OÜ, a separate legal entity in the greater Preferred by Nature organisation (formerly known as NEPCon) 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. Preferred by Nature OÜ is a wholly owned daughter company of the non-profit organisation Preferred by Nature F.M.B.A., registered in Denmark under the registration number 18044633. Invoicing related to this Agreement may be provided by Preferred by Nature F.M.B.A., Preferred by Nature

**Cerintele de Certificare** – face referire la politicile, standardele, procedurile, directivele si alte documente normative aplicabile certificarii Organizatiei. Versiunea curenta a tuturor actelor normative poate fi gasita pe site-ul Preferred by Nature si/sau al Titularului Schemei de Certificare relevante. Preferred by Nature pastreaza, de asemenea, si fisa informativa de servicii care include conditiile suplimentare si informatiile relevante cu privire la un serviciu de certificare si verificare specifica, si care este disponibila la [www.preferredbynature.org](http://www.preferredbynature.org).

**Titularul Schemei de Certificare** – face referire la Organizatia responsabila pentru dezvoltarea si mentinerea schemei de certificare pentru serviciile de certificare oferite de Preferred by Nature. Pentru anumite servicii de certificare si verificare oferite de catre Preferred by Nature, aceasta este acreditata sau recunoscuta de o terta parte, iar pentru altele Preferred by Nature este Titularul Schemei de Certificare.

**Scopul certificarii** – se refera la limitele si extinderea certificarii in relatie cu activitatile, amplasamentele, procesele si produsele Organizatiei. Domeniul de aplicare al Certificatului Organizatiei este detaliat in cel mai recent raport de audit furnizat de catre Preferred by Nature si poate fi afisat pe site-ul Preferred by Nature si/sau pe cel al Titularului Schemei de Certificare.

**Preferred by Nature** – se refera la Preferred by Nature OÜ, o entitate juridica separata din organizatia Preferred by Nature (cunoscuta anterior ca NEPCon), care detine acreditarea ca organism de certificare si acopera gestionarea clientilor prin furnizarea de servicii de certificare, verificare si audit in conformitate cu standardele si sistemele stabilite. Preferred by Nature OÜ este o companie detinuta in totalitate de organizatia non-profit Preferred by Nature F.M.B.A., inregistrata in Danemarca sub numarul de inregistrare 18044633. Facturarea aferenta prezentului Contract poate fi furnizata de catre Preferred by Nature F.M.B.A., Preferred by

OÜ or by any of Preferred by Nature 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 Certification Scope or cost of services are incorporated by reference into this Agreement.

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

**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.

## 2. General information

- 2.1 For this Agreement, certification may also mean verification and certified may also mean verified to cover both certification and verification services.
- 2.2 Preferred by Nature has adopted and implemented several policies, including the following, which may be amended from time to time and are available at [www.preferredbynature.org](http://www.preferredbynature.org):
- 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;
  - the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard Preferred by Nature impartiality in all certification activities;
  - the **Confidentiality Policy** safeguards the confidentiality of any applicable Organisation information;

Nature OÜ sau de oricare din celelalte companii fiice ale Preferred by Nature F.M.B.A.

**Oferta/Ofertele** – face referire la documentele scrise care specifica domeniul de aplicare al Certificatului si costurile serviciilor care urmeaza sa fie oferite de catre Preferred by Nature Organizatiei. Oferta si orice modificari aduse Ofertei pentru a reflecta o schimbare in Scopul Certificatului sau in costul serviciului sunt incorporate in acest Contract.

**Suspendarea (Certificatului)** – face referire la cazul in care validitatea Certificatului este suspendata temporar in concordanta cu Cerintele Certificarii.

**Terminarea (Certificatului)** – face referire la situatia in care Certificatul este retras definitiv in concordanta cu Cerintele Certificarii. Terminarea poate fi voluntara (solicitata de Organizatie) sau initiata de catre Preferred by Nature.

## 2. Informatii generale

- 2.1 In contextual prezentului Contract, certificarea poate sa insemne verificarea atat a serviciilor de certificare, cat si de supraveghere.
- 2.2 Preferred by Nature a adoptat si implementat numeroase politici, inclusiv urmatoarele, care pot fi actualizate din cand in cand, si sunt disponibile pe [www.preferredbynature.org](http://www.preferredbynature.org):
- Politica Anti-Coruptie** stabileste masuri de control pentru a asigura ca personalul se comporta intr-o maniera legala si etica. Preferred by Nature are zero toleranta cu privire la actele de coruptie, frauda si mita, incluzand acceptarea de cadouri in numerar in legatura cu serviciile prevazute in prezentul Contract.
  - Politica de Impartialitate** defineste conflictul de interese, precum si masurile luate pentru a proteja impartialitatea Preferred by Nature in toate activitatile de certificare.
  - Politica de Confidentialitate** garanteaza confidentialitatea oricarei informatii aplicabile Organizatiei.

- d) the **Dispute Resolution Policy** describes the way in which Preferred by Nature handles any disputes raised, including 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.
- 2.3 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 and comment on 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

- d) **Politica de solutionare a disputelor** descrie modalitatea prin care Preferred by Nature se ocupa de orice disputa ridicata, inclusiv a oricarei contestatii sau reclamatie adresata pentru Preferred by Nature de catre Organizatie (sau a oricarei alte parti interesate) si descrie procesul implementat pentru solutionarea acestor dispute; si
  - e) **Politica de Asociere** in care Preferred by Nature isi rezerva dreptul de a se disocia de orice organizatie care incalca principiile acestei politici.
- 2.3 Preferred by Nature mentine informatii cu privire la managementul, structura, activitatile si personalul responsabil de luarea deciziilor importante legate de certificare la [www.preferredbynature.org](http://www.preferredbynature.org).

### 3. Obligatii ale Preferred by Nature

- 3.1 Preferred by Nature este de acord:
- a) Sa mentina sistemele necesare, personal competent si calificat pentru efectuarea auditurilor in cadrul serviciilor de certificare oferite;
  - b) Sa mentina acreditariile necesare, autorizatiile si recunoasterea necesara pentru a efectua serviciile oferite;
  - c) Sa ofere informatii publicului despre serviciile de certificare oferite si despre politicile Preferred by Nature, toate fiind disponibile la [www.preferredbynature.org](http://www.preferredbynature.org);
  - d) Sa efectueze auditul (auditurile) in conformitate cu Oferta (Ofertele) si Cerintele de Certificare si sa pregateasca si sa transmita un raport (rapoarte) de audit Organizatiei, care constituie baza pentru decizia de eliberare, mentinere, Suspendare sau Terminare a unui Certificat. Organizatiei ii va fi oferita oportunitatea de a examina si a aduce observatii raportului inainte de luarea deciziei; si
  - e) Pune informatiile la dispozitia publicului despre starea de certificare a Organizatiei si Domeniul de aplicare a certificarii, prin intermediul bazei de

designated by the Certification Scheme Owner or on Preferred by Nature's website or both.

date publice desemnate de catre Titularul Schemei de Certificare, pe site-ul Preferred by Nature sau pe ambele.

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.

3.2 In cazul in care acreditarea Preferred by Nature este limitata, suspendata sau terminata, Preferred by Nature va informa Organizatia in termen de treizeci (30) de zile asupra oricarei schimbari de status si va respecta Cerintele de Certificare privind transferul Certificatului catre un alt organism de certificare acreditat.

#### 4. Obligations of Organisation

#### 4. Obligatiile Organizatiei

4.1 The Organisation agrees to:

4.1 Organizatia este de acord:

- 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 with complete, truthful and accurate information and documents, as well as access to any facilities, personnel

- a) Sa dezvaluie orice cerere de certificare curente sau anterioare sau pentru tipuri similare de certificare care au avut loc in ultimii cinci (5) ani;
- b) Sa respecte Cerintele de Certificare aplicabile, care se pot modifica periodic si sa se conformeze versiunilor revizuite ale Cerintelor de Certificare, conform termenelor specificate. Daca certificarea se aplica productiei in curs de desfasurare, Organizatia este de acord sa se asigure ca produsul certificat continua sa indeplineasca cerintele acestuia. In cazul unei neconcordante intre prezentul Contract si Cerintele de Certificare, Organizatia este de acord si recunoste ca prevederile Cerintelor de Certificare vor prevala;
- c) Sa coopereze cu Preferred by Nature, sau, dupa caz, cu Titularul Schemei de Certificare sau Organismul de Acreditare, in a lua toate masurile necesare pentru a programa si efectua audituri si pentru facilitarea participarii observatorilor, daca este cazul;
- d) Sa furnizeze personalului Preferred by Nature, Titularul Schemei de Certificare sau Organismului de Acreditare sau reprezentantilor autorizati informatii si documente complete, adevarate si precise, cat si sa permita accesul la toate facilitatile,

and subcontractors of the Organisation, and also provide Preferred by Nature and the Certification Scheme Owner the right to use and process any information relating to or provided by the Organisation, in so far as it is necessary to evaluate and verify compliance of the Organisation with the Certification Requirements. Even if not explicitly solicited by Preferred by Nature, the Organisation will disclose to Preferred by Nature all facts and circumstances which can reasonably be expected to be relevant in order to assess the Organisation's compliance 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;

informatiile, documentele, personalul si subcontractantii Organizatiei si, de asemenea, sa furnizeze catre Preferred by Nature si Titularul Schemei de Certificare dreptul de a folosi si procesa orice informatie referitoare sau furnizata de catre Organizatie in masura in care este necesara evaluarea si verificarea conformitatii Organizatiei cu Cerintele de Certificare. Chiar daca nu este solicitata in mod explicit de catre Preferred by Nature, Organizatia va dezvalui catre Preferred by Nature toate faptele si circumstantele care se poate astepta in mod rezonabil sa fie relevante pentru a evalua conformitatea Organizatiei cu cerintele de certificare. Organizatia este de acord ca Preferred by Nature sa opreasca procesul de audit in cazul in care Organizatia nu colaboreaza in Audit asa cum este cerut de Cerintele de Certificare;

- e) Sa permita audituri de supraveghere, asa cum au fost stabilite de catre Preferred by Nature. Detaliile auditurilor de supraveghere, inclusiv durata auditului, locatia si componenta echipei de Audit se afla in Planul de Audit individual, care este furnizat Organizatiei inaintea fiecarui Audit;
- f) Sa ia la cunostinta ca Preferred by Nature, Organismul de Acreditare si/sau Titularul Schemei de Certificare isi rezerva dreptul de a efectua vizite neanuntate sau cu termen scurt de anuntare la fata locului, cand se considera necesar sa se verifice conformarea cu Cerintele de Certificare si/sau sa se protejeze integritatea Preferred by Nature si a marcilor inregistrate si a logo-urilor. Organizatia este de acord sa coopereze cu Preferred by Nature, Organismul de Acreditare si/sau Titularul Schemei de Certificare pentru a facilita asemenea vizite si sa puna la dispozitie toate informatiile necesare pentru efectuarea evaluarii;

- 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, audit 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 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;
  - 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;
  - 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;
  - l) conform to all Certification Requirements in any attached appendices when applicable to Organisation's Certification Scope; and
- g) sa soluzioneze neconformitati identificate de care Preferred by Nature sau alte parti (cum ar fi Organismele de Acreditare) in ceea ce priveste Cerintele de Certificare, conform termenelor specificate si in mod corespunzator, punand la dispozitia Preferred by Nature orice dovezi relevante;
  - h) Sa nu modifice nici unul dintre documentele de audit (de exemplu, rapoarte de certificare sau Certificate) si sa ofere copii in intregime ale acestora, pentru a evita inducerea in eroare a celor care primesc documentele de certificare;
  - i) Sa se ocupe de orice reclamatie impotriva Organizatiei in conformitate cu Cerintele de Certificare si sa pastreze evidenta reclamatilor primite in legatura cu conformitatea cu Cerintele de Certificare, sa ia masuri adecvate pentru a raspunde la asemenea reclamatii si sa pastreze evidente scrise ale actiunilor luate si solutia finala a reclamatiei. La cerere, Organizatia va pune la dispozitia Preferred by Nature aceste inregistrari;
  - j) Sa abordeze mai intai orice disputa pe care Organizatia o poate avea cu Preferred by Nature si/sau orice reclamatii nerezolvate impotriva Organizatiei in conformitate cu Politica de solutionare a litigiilor Preferred by Nature si este de acord sa trimita orice reclamatie Organismului de Acreditare sau Titularului Schemei de Certificare doar in cazul in care reclamatia un este rezolvata spre satisfactia Organizatiei;
  - k) Sa nu intreprinda activitati sau sa faca orice cereri care ar putea dauna reputatiei Preferred by Nature, Organismului de Acreditare sau Titularului Schemei de Certificare;
  - l) Sa se conformeze tuturor Cerintelor de Certificare cuprinse in anexe, atunci cand sunt aplicabile Domeniului de aplicare al Organizatiei; si

- m) cause all third-party entities to conform to the relevant Certification Requirements and comply with all obligations of, including without limitation all prohibitions relating to, Organisation hereunder in instances where Organisation manages operations in collaboration with, or is a group manager for, a group of affiliated enterprises or operations, or where Organisation's certification involves or requires the participation of affiliated or third-party entities.

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:

- 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.

## 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

- m) Sa determine ca toate entitatile terte sa se conformeze cerintelor de certificare relevante si sa respecte toate obligatiile Organizatiei, inclusiv, dar fara a se limita la toate interdictiile referitoare la aceasta, in cazurile in care Organizatia gestioneaza operatiuni in colaborare cu un grup de intreprinderi sau operatiuni afiliate sau este managerul unui grup de intreprinderi sau operatiuni afiliate, sau in cazul in care certificarea Organizatiei implica sau necesita participarea unor entitati afiliate sau terte.

4.2 Organizatia este de acord sa notifice Preferred by Nature cat mai repede posibil, dar nu mai mult de zece (10) zile lucratoare (daca Cerintele de Certificare nu impun un termen mai scurt) despre orice schimbare fundamentala care ii poate afecta capacitatea de a se conforma la Cerintele de Certificare. Astfel de modificari pot include, dar nu se limiteaza la modificari ale:

- a) Statutului juridic sau dreptul de proprietate al Organizatiei;
- b) Structura manageriala a Organizatiei;
- c) Procesul de productie, produse sau selectie produs;
- d) Insolventa, faliment, inchidere si alte evenimente similare;
- e) Locurile de productie/exploatare; si
- f) Sistemul de management al calitatii, in asa masura incat conformitatea cu Cerintele de Certificare sa fie pusa in pericol.

## 5. Plata si taxele

5.1 Organizatia este de acord sa plateasca costurile legate de toate auditurile si activitatile de Audit, inclusiv costurile auditurilor neanuntate, care se datoreaza descoperirii sau divulgarii de informatii necunoscute sau neluate in considerare de Preferred by Nature pe parcursul pregatirii Ofertei si care necesita vizite suplimentare in teren sau investigatii suplimentare. Domeniul de aplicare al Certificarii si costurile sunt detaliate in Oferta trimisa



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 their 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 audit 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 certification process is not complete until the Organisation has been issued a Certificate by Preferred by Nature. The Certificate will be issued if a positive certification decision is reached and after this Agreement has been signed and all pending costs and fees have been paid, provided that no other reasons exist which would cause Preferred by Nature to refuse issuance of the Certificate pursuant to clause 6.6.
- 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. The Organisation furthermore acknowledges that the issuance of a Certificate does by no means alter or limit Preferred by Nature's rights to terminate

Organizatiei de catre Preferred by Nature. Orice costuri, cu exceptia costurilor asociate vizitelor neanuntate, sunt specificate in clauza 4.1 f) de mai sus, si vor fi comunicate Organizatiei inainte ca Preferred by Nature sa emita factura si ca Organizatia sa devina responsabila de plata costurilor.

- 5.2 Organizatia va plati orice taxa solicitata de catre Titularul Schemei de Certificare si/sau Organismul de Acreditare. Organizatia admite ca Titularul Schemei de Certificare si/sau Organismul de Acreditare isi pot modifica periodic taxele si astfel de modificari nu sunt sub controlul Preferred by Nature.

## 6. Valabilitatea Certificatului si scopul

- 6.1 Baza emiterii unui Certificat este o decizie de certificare pozitiva, care este luata de catre personalul Preferred by Nature. Decizia de certificare este realizata luand in considerare raportul de audit si recomandarea echipei de Audit. Preferred by Nature are dreptul de a intarzia sau amana decizia de certificare pentru a lua in considerare informatii noi sau suplimentare, care nu au fost luate in considerare in raportul de Audit si care, in opinia Preferred by Nature, ar putea afecta rezultatul evaluarii.
- 6.2 Organizatia recunoaste ca procesul de certificare nu este finalizat pana cand organizatia nu primeste un Certificat de la Preferred by Nature. Certificatul va fi emis daca se ajunge la o decizie pozitiva de certificare si dupa ce acest acord a fost semnat si toate costurile si taxele in curs de plata au fost achitate, cu conditia sa nu existe alte motive care ar putea determina Preferred by Nature sa refuze emiterea Certificatului in conformitate cu clauza 6.6.
- 6.3 Organizatia recunoaste ca Preferred by Nature un este obligata sa initieze sau sa mentina nicio relatie comerciala sau de alta natura cu Organizatia sau sa elibereze un Certificat emis anterior Organizatiei. Organizatia recunoaste, de asemenea, ca emiterea unui Certificat nu modifica sau limiteaza in niciun fel drepturile Preferred by Nature de a rezilia Contractul in temeiul

- |   |   |
|---|---|
| <p>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. The Organisation should inform Preferred by Nature of its intention to renew their Certificate at least 3 months prior to the expiry of their Certificate to ensure that certification can be renewed timely prior to the Certificate expiry date.</p> | <p>6.4 Durata de valabilitate a unui Certificat depinde de Cerintele de Certificare, cu exceptia cazului in care este Suspendat sau Terminat prematur. Dupa aceasta perioada de valabilitate, un Certificat expira si este Terminat automat. Daca Organizatia doreste sa isi pastreze Certificatul, este necesara o reevaluare. Se emite un nou Certificat, dupa ce Organizatia a obtinut o decizie pozitiva de certificare. Pentru a evita un decalaj in certificare, reevaluarea va fi efectuata si noul Certificat se va emite inaintea datei de Terminare a Certificatului existent. Organizatia trebuie sa informeze Preferred by Nature cu privire la intentia sa de a-si reinnoi Certificatul cu cel putin 3 luni inainte de expirarea Certificatului, pentru a se asigura ca certificarea poate fi reinnoita in timp util inainte de data de expirare a Certificatului.</p> |
| <p>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.</p>   | <p>6.5 Preferred by Nature va trimite o notificare direct Organizatiei, anuntand emiterea, Suspendarea sau Terminarea Certificatului/Certificatelor. Organizatia admite ca astfel de notificari sunt, de asemenea, baza comunicarii oricaror modificari referitoare la validitatea si numarul Certificatului/Certificatelor, reglementate in temeiul prezentului Contract.</p>  |
| <p>6.6 The Organisation agrees that Preferred by Nature can refuse to issue a Certificate or maintain certification depending on the overall compliance of the Organisation and, in particular, if the activities of the Organisation conflict with the obligations of Preferred by Nature as required for its accreditation as a certification body or, in the sole opinion of Preferred by Nature, reflect badly on the good name of Preferred by Nature.</p>   | <p>6.6 Organizatia este de acord ca Preferred by Nature poate refuza sa elibereze un Certificat sau sa mentina certificarea in functie de conformitatea generala a Organizatiei si, in special, in cazul in care activitatile Organizatiei intra in conflict cu obligatiile Preferred by Nature, asa cum se cere pentru acreditarea sa ca organism de certificare sau, in opinia exclusiva a Preferred by Nature, se reflecta in mod negativ asupra reputatiei Preferred by Nature.</p>   |
| <p>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.</p>   | <p>6.7 Organizatia admite ca indeplinirea tuturor Cerintelor de Certificare si plata la timp a tuturor costurilor de certificare si a taxelor este o cerinta pentru mentinerea unui Certificat valabil.</p>   |
| <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</p>  | <p>6.8 Organizatia este de acord sa notifice Preferred by Nature despre orice modificare dorita in Scopul Certificatului, inainte de a pune in aplicare aceste modificari.</p>  |

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 Certification Scope can be changed.

- 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.

## **7. Certificate Termination and Suspension**

- 7.1 Upon written notice to Organisation, Preferred by Nature may Terminate or Suspend a Certificate on any of the grounds listed in clause 6.6 or 11.2 or in accordance with decisions made by the Certification Scheme Owner or Accreditation Body.
- 7.2 Upon Suspension or Termination of the Certificate, the Organisation agrees to immediately take the following steps:
- cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
  - cease usage of any claims, labelling or advertising (including in social media) in relation to its certification and certified status;
  - at its own expense, remove and delete 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;
  - 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;
  - destroy the issued original Certificate and all copies; and

Preferred by Nature va evalua nevoia unui Audit suplimentar, daca este cazul, si se va pune de acord cu Organizatia in ceea ce priveste etapele care trebuie parcurse inainte ca Scopul Certificatului sa poata fi schimbat.

- 6.9 Organizatia are dreptul sa se opuna procesului de Audit sau sa conteste o decizie de certificare data de Preferred by Nature conform cu politicile si procedurile Preferred by Nature si ale Titularului Schemei de Certificare.

## **7. Terminarea si Suspendarea Certificatului**

- 7.1 Prin notificarea scrisa catre Organizatie, Preferred by Nature poate Termina sau Suspenda un Certificat, in baza oricarui motiv mentionat la clauza 6.6 sau 11.2 sau in baza unei decizii a Proprietarului Schemei de Certificare sau a Organismului de Acreditare.
- 7.2 La Suspendarea sau Terminarea Certificatului, Organizatia este de acord sa ia imediat urmatoarele masuri:
- Inceteaza vanzarea produselor certificate (aplicabil pentru certificarea produselor) si ia masuri pentru a elimina toate informatiile relevante;
  - Inceteaza utilizarea oricarei declaratii, etichete sau publicitate (inclusiv social media) in legatura cu certificarea sau statutul de certificat;
  - Pe cheltuiala proprie, scoate si sterge toate utilizarile de nume, initiale, logo-uri, marci de certificare sau alte marci comerciale ale Preferred by Nature si ale Titularului Schemei de Certificare din produsele sale, documente, publicitate si/sau materiale de marketing, si orice alte publicatii business-to-business;
  - Daca acest lucru este cerut de catre Titularul Schemei de Certificare sau de catre Preferred by Nature, informeaza clientii relevanti cu privire la Suspendare sau Terminare in decurs de trei (3) zile lucratoare si pastreaza dovada acestei notificari;
  - Sa distruga Certificatul original si toate copiile; si

- f) cooperate with Preferred by Nature and the relevant Certification Scheme Owner and/or Accreditation Body to confirm that these obligations have been met.

- f) Sa coopereze cu Preferred by Nature si cu Titularul Schemei de Certificare si/sau Organismul de Acreditare sa confirme ca aceste obligatii au fost indeplinite.

## **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, the Certification Scheme Owner or the Accreditation Body in accordance with the Certification Requirements. If applicable, any usage by the Organisation of the Preferred by Nature seal or any variation thereof will be subject to the licensing terms as provided for in an appendix relevant to Organisation's Certification Scope.
- 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

## **8. Utilizarea declaratiilor si a marcii**

- 8.1 Atata timp cat isi respecta obligatiile pe durata prezentului Contract, Organizatia poate face declaratii publice cu privire la participarea sa la serviciul de certificare si statut, in conformitate cu normele Preferred by Nature si ale Titularului Schemei de Certificare.
- 8.2 Ca detinator de Certificat, Organizatia este de acord sa reprezinte corect si precis Scopul Certificatului, incluzand produse, amplasamente si activitati care intra in scop. Organizatia trebuie sa limiteze reprezentarea certificarii sale in a se raporta numai la Cerintele de Certificare relevante, si nu in relatie cu alte produse, caracteristici sau operatiuni din afara Scopului de Certificare.
- 8.3 Organizatia se asigura ca orice utilizare publica realizata de catre Organizatie a numelui, logo-ului sau a marciilor Preferred by Nature, Titularului Schemei de Certificare sau Organismului de Acreditare vor fi consultate in prealabil si aprobate in scris de catre Preferred by Nature, Titularul Schemei de Certificare sau Organismul de acreditare, in concordanta cu Cerintele de Certificare.  
Daca este cazul, orice utilizare de catre Organizatie a marcii Preferred by Nature sau a oricarei variatii a acestuia va fi supusa termenilor de licentiere prevazuti intr-o anexa relevant pentru Scopul de Certificare al Organizatiei.
- 8.4 Organizatia recunoaste drepturile de proprietate intelectuala a Preferred by Nature, ale Titularului Schemei de Certificare si Organismului de Acreditare si faptul ca vor continua sa isi pastreze proprietatea deplina asupra drepturilor de proprietate intelectuala si nimic un va fi considerat de Organizatie ca un drept pentru a utiliza sau provoca utilizarea

belonging to Preferred by Nature, the Certification Scheme Owner and Accreditation Body, except as otherwise set forth in this 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 For the purposes of this Agreement, confidential information shall include any information, in whatever form, which is delivered by a Party during the term of the Agreement or during its preparations in any form. Confidential information may include, but is not limited to, technical, operational, administrative, economic, business or financial information, as well as data, trade secrets, customers, suppliers, partners, intellectual property, know-how, processes, strategies, designs, methodologies, photographs, drawings, software, inventions, patents, and any other information whatsoever of a confidential nature, in whole or in part, related to the execution of this Agreement.

- 9.2 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 and in such cases, receiving Party shall, unless prohibited by law, notify disclosing Party of the information released;
- c) such information is publicly available without any violation of this Agreement by the receiving Party; or
- d) the information was available to the

drepturilor de proprietate intelectuala care apartin Preferred by Nature, Titularului Schemei de Certificare si Organismului de Acreditare, cu exceptia cazului in care este stipulat altfel in acest Contract.

- 8.5 Preferred by Nature isi rezerva dreptul de a urmari informatiile obtinute cu privire la incalcarea marcilor sau drepturilor de proprietate intelectuala ale Preferred by Nature, Titularului Schemei de Certificare si Organismului de Acreditare.

## 9. Confidentialitatea si informatiile publice

- 9.1 In sensul prezentului Contract, informatiile confidentiale includ orice informatii, indiferent de forma lor, care sunt furnizate de o parte pe durata Contractului sau in timpul pregatirii acestuia, sub orice forma. Informatiile confidentiale pot include, fara a se limita la acestea, informatii tehnice, operationale, administrative, economice, comerciale sau financiare, precum si date, secrete comerciale, clienti, furnizori, parteneri, proprietate intelectuala, know-how, procese, strategii, proiecte, metodologii, fotografii, desene, software, inventii, brevete si orice alte informatii de natura confidentiala, in totalitate sau partial, legate de executarea prezentului Contract.

- 9.2 Niciuna din Partile prezentului Contract un vor divulga sau publica nicio informatie considerata confidentiala de catre cealalta Parte, fara acordul scris al celeilalte Parti, doar daca:

- a) Dezvaluirea se face catre avocatii Partii primitoare sau agentilor autorizati;
- b) divulgarea este impusa de lege sau de un organism judiciar, guvernamental sau de reglementare si, in astfel de cazuri, Partea care primeste informatiile, cu exceptia cazului in care acest lucru este interzis prin lege, notifica Partea care le divulga cu privire la informatiile divulgate;
- c) Este necesar ca astfel de informatii sa fie puse la dispozitia publicului, fara incalcarea prezentului Contract de catre Partea destinatară; sau
- d) Informatiile au fost puse la dispozitia

- |   |   |
|---|---|
| <p>receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party.</p> <p>9.3 Notwithstanding the foregoing:</p> <p>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;</p> <p>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</p> <p>c) Preferred by Nature and Certification Scheme Owner have the right to list certified organisations and publish Certificate(s) on their websites.</p> <p>9.4 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.</p> <p>9.5 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 obtain the Organisation's personal and business data in accordance with any applicable data protection legislation.</p> | <p>Partii destinatare in mod neconfidential inainte de divulgarea lor de catre Partea care le-a furnizat.</p> <p>9.3 Fara a aduce atingere celor de mai sus:</p> <p>a) Preferred by Nature poate pune la dispozitia Titularului Schemei de Certificare sau Organismului de Acreditare accesul la informatia confidentiala a Organizatiei, daca aceasta este solicitata prin Cerintele de Certificare;</p> <p>b) Acolo unde este cerut de Cerintele de Certificare, Preferred by Nature poate furniza rezumate publice ale rapoartelor de audit ale Organizatiei si fie Preferred by Nature sau Titularul Schemei de Certificare poate dezvalui sau publica astfel de informatii sumare in totalitate sau partial; si</p> <p>c) Preferred by Nature si Titularul Schemei de Certificare au dreptul sa enumere organizatiile certificate si sa publice Certificatele pe site-ul lor web.</p> <p>9.4 Organizatia este de acord ca personalul desemnat de catre Preferred by Nature, precum si reprezentantii autorizati ai Titularului Schemei de Certificare si ai Organismului de Acreditare sa aiba acces la informatiile confidentiale, rapoartele de audit, si orice alte informatii relevante ale Organizatiei, in masura in care sunt necesare in a evalua conformarea Organizatiei cu Cerintele de Certificare. Aceasta poate include personalul mentionat mai sus sau reprezentantii autorizati care inotesc personalul desemnat de catre Preferred by Nature la audituri. Preferred by Nature isi rezerva dreptul de a solicita alte informatii ajutatoare, cum ar fi fisiere sau fotografii.</p> <p>9.5 In masura in care este necesar ca Preferred by Nature sau Titularul Schemei de Certificare sa isi indeplineasca obligatiile in temeiul prezentului Contract, Preferred by Nature si Titularul Schemei de Certificare vor fi autorizati sa obtina datele personale si comerciale ale Organizatiei, in conformitate cu legislatia aplicabila privind protectia datelor.</p> |
|---|---|

## 10. Limitation of liability and indemnification

- 10.1 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:
- manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
  - marketing, advertising or promotion of its certified product, enterprise or operation; or
  - failure to comply with the terms and conditions of the certification hereunder.
- 10.2 Preferred by Nature shall not be liable to the Organisation except for actions or claims arising from Preferred by Nature's own gross negligence or intentional or wilful misconduct. 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.
- 10.3 In any case, Preferred by Nature's total liability to Organisation for any damages arising out of or in connection to this Agreement, with respect to any one event or series of connected events, shall be limited to the annual remuneration paid by the Organisation to Preferred by Nature under this Agreement.

## 10. Limitarea raspunderii si despagubirea

- 10.1 Organizatia este de acord ca Preferred by Nature nu este supusa Organizatiei, oricarui client al Organizatiei sau oricarei alte persoane sau entitati pentru orice daune care rezulta direct sau indirect din Organizatie prin:
- Fabricare, utilizare, vanzare, publicitate, promovare, distributie taiere, indepartare, prelucrare, transport sau alte dispozitii de produs incluse in Scopul Certificarii;
  - Marketing, publicitate sau promovare a produsului certificat, companiei sau activitatii; sau
  - Nerespectarea termenilor si conditiilor de certificare de mai jos.
- 10.2 Preferred by Nature nu va fi raspunzatoare fata de Organizatie, cu exceptia actiunilor sau reclamatilor care decurg din neglijenta grava a Preferred by Nature sau din conduita intentionata sau intentionata. In niciun caz Preferred by Nature nu va fi raspunzatoare fata de Organizatie, niciun client al Organizatiei sau orice alta persoana sau entitate pentru orice pierdere sau dauna speciala, indirecta, semnificativa sau incidentala, daune consecintiale sau punitivie, oricat ar fi cauzate, rezultate din sau referitoare la prezentul Contract. Organizatia este de acord sa nu intreprinda actiuni legale impotriva Preferred by Nature, sa nu prezinte nicio pretentie pentru orice fel de despagubire catre Preferred by Nature, sau sa faca raspunzatoare in orice mod Preferred by Nature pentru eventualele daune sau consecinte rezultate din Terminarea sau Suspendarea unui Certificat realizat in conformitate cu termenii prezentului Contract.
- 10.3 In orice caz, raspunderea totala a Preferred by Nature fata de Organizatie pentru orice daune care decurg din sau in legatura cu acest Contract, cu privire la orice eveniment sau serie de evenimente conexe, va fi limitata la remuneratia anuala platita de Organizatie catre Preferred by Nature in temeiul acestui Contract.

- 10.4 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 to Preferred by Nature's gross negligence or wilful misconduct.
- 10.5 It shall be presumed that Preferred by Nature has not acted grossly negligent if damages result from non-conformities with the Certification Requirements by the Certificate holder.
- 10.6 Either Party shall be exempted from liability for failure to fulfil its obligations under the Agreement if the obligations are not fulfilled due to force majeure circumstances, which are beyond the Party's control or which could not have been reasonably foreseen at the time of the conclusion of the Agreement and the consequences of which could not have been prevented. Force majeure circumstances 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. The lack of financial resources shall not be deemed to be a force majeure circumstance.
- 10.4 Organizatia este de acord sa apere, sa despagubeasca, sa sprijine Preferred by Nature si functionarii, directorii, agentii si angajatii sai impotriva si de toate daunele legate de prezentul Contract sau certificarea de mai jos inclusiv, dar fara a se limita la (a) orice vatamare corporala, pagube materiale, micșorarea productivitatii sau alte creante care rezulta din fabricarea, utilizarea, vanzarea, promovarea, distribuirea, taierea, indepartarea, prelucrarea, transportul sau orice alta dispozitie inclusa in Scopul Certificarii, inclusiv, dar fara a se limita la revendicarea raspunderii asupra produsului; sau (b) orice revendicari care rezulta direct sau indirect din nerespectarea de catre Organizatie a termenelor si conditiilor prezentului Contract sau a certificarii de mai jos, cu exceptia cazului in care astfel de daune pot fi atribuite neglijentei grave sau cu intentie a Preferred by Nature.
- 10.5 Se prezuma ca Preferred by Nature nu a actionat din neglijenta grava in cazul in care daunele rezulta din neconformitatea cu Cerintele de Certificare de catre detinatorul Certificatului.
- 10.6 Oricare dintre Parti este exonerata de raspundere pentru neindeplinirea obligatiilor care ii revin in temeiul Contractului, in cazul in care obligatiile nu sunt indeplinite din cauza unor circumstante de forta majora, care sunt in afara controlului Partii respective sau care nu puteau fi prevazute in mod rezonabil la momentul incheierii Contractului si ale caror consecinte nu puteau fi prevenite. Circumstantele de forta majora includ, fara a se limita la acestea: incendii, furtuni, inundatii, cutremure sau alte catastrofe naturale, explozii, activitati teroriste, razboi, rebeliune, insurectie, razvratire, revolta, sabotaj, epidemii, restrictii de carantina, conflicte de munca, embargouri si acte ale oricarui guvern, inclusiv neacordarea de catre orice guvern a licentelor sau a permiselor de export sau de import. Lipsa resurselor financiare nu este considerata o circumstanta de forta majora.



## 11. Term and termination

- 11.1 This Agreement shall be effective after it has been signed by both Parties. Unless terminated sooner as provided under this section 11, 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 will be automatically extended for up to four (4) months.
- 11.2 This Agreement may be terminated by any of the following:
- mutual agreement of the Parties;
  - Organisation with thirty (30) days' written notice;
  - Preferred by Nature with ninety (90) days' written notice;
  - Preferred by Nature, if Organisation breaches any of its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
  - either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
  - Preferred by Nature, if Organisation, in the sole opinion of Preferred by Nature, violates the principles of Preferred by Nature's Policy of Association and fails to demonstrate corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation of such violations in writing;
  - Preferred by Nature, in accordance with the process and timelines defined in the Certification Requirements;
  - Preferred by Nature, immediately, if Organisation escalates conflicts with Preferred by Nature without following the Dispute Resolution Policy in violation of clause 4.1 j); or

## 11. Durata si incetarea

- 11.1 Prezentul Contract intra in vigoare dupa ce a fost semnat de catre ambele Patti. Daca un este terminat mai devreme, asa cum prevede sectiunea 11, acest Contract se termina automat dupa ce ultimul Certificat este Terminat sau expira sau odata ce se determina ca Organizatia un va mai obtine certificarea. In cazul in care ultimul Certificat expira in situatia in care are potentialul de a fi reinnoit, acest Contract va fi extins automat pana la inca patru (4) luni.
- 11.2 Acest Contract poate fi terminat astfel:
- Prin acordul comun al Partilor;
  - De catre Organizatie, prin notificare scrisa, in termen de treizeci (30) de zile;
  - De catre Preferred by Nature, prin notificare scrisa, in termen de nouazeci (90) de zile;
  - De catre Preferred by Nature, daca Organizatia isi incalca oricare dintre obligatiile sub temeiul prezentului Contract, si nu reuseste sa remedieze incalcarea acestor obligatii in termenul stabilit de Preferred by Nature;
  - De catre orice Parte, imediat, daca cealalta Parte isi incalca obligatiile de confidentialitate stipulate in acest Contract;
  - De catre Preferred by Nature, daca Organizatia, in opinia exclusiva Preferred by Nature, incalca principiile Politicii de Asociere Preferred by Nature si nu reuseste sa demonstreze masuri corective, daca este posibil, in decursul perioadei stabilite de Preferred by Nature, dupa ce Preferred by Nature a notificat Organizatia in scris asupra acestor incalcar;
  - De catre Preferred by Nature, in concordanta cu procesul si termenele definite in Cerintele de Certificare;
  - De catre Preferred by Nature, imediat, in cazul in care Organizatia escaladeaza conflictele cu Preferred by Nature fara a urma Politica de solutionare a litigiilor, incalcan

- i) Preferred by Nature, immediately, if the Organisation, in the sole opinion of Preferred by Nature, engages in illegal, unethical, deceptive, fraudulent, uncooperative behavior, commits an act of coercion or bribery or makes a material misrepresentation of fact or if Organisation's activities or actions, in the sole opinion of Preferred by Nature, discredit or reflect badly on the name of Preferred by Nature or the Certification Scheme Owner.
- 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, clauses 12.2 and 12.3, 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.
- 12.3 In the event of any dispute arising from or in connection to this Agreement, the Parties shall first seek to resolve it amicably through mutual agreement, but if no resolution is achieved, the dispute shall be submitted to the courts of Estonia, which shall have exclusive jurisdiction.
- 12.4 Preferred by Nature may, from time to time, modify this Agreement as a result of changing Accreditation Body requirements, Certification Requirements, or Preferred by
- clauza 4.1 j); sau
- i) Preferred by Nature, imediat, in cazul in care Organizatia, in opinia exclusiva a Preferred by Nature, se angajeaza intr-un comportament ilegal, lipsit de etica, inselator, fraudulos, necooperant, comite un act de constrangere sau mita sau face o denaturare materiala a faptelor sau in cazul in care activitatile sau actiunile Organizatiei, in opinia exclusiva a Preferred by Nature, discrediteaza sau reflecta in mod negativ numele Preferred by Nature sau al Titularului Schemei de Certificare.
- 11.3 Organizatia intelege si recunoaste ca, la terminarea prezentului Contract, toate Certificatele emise Organizatiei in baza prezentului Contract vor fi, de asemenea, Terminate.
- 11.4 La rezilierea prezentului Contract, drepturile si privilegiile fiecarei Parti vor inceta imediat si nu va exista nicio raspundere sau obligatie din partea Organizatiei sau Preferred by Nature, cu exceptia celor prevazute la sectiunea 5, clauzele 7.2, 9.1 si 9.2, toate clauzele din sectiunea 10, clauza 12.2 si 12.3 si acele dispozitii care, prin natura lor, sunt destinate sa ramana valide rezilierii Contractului.
- ## 12. Diverse
- 12.1 Prezentul Contract inlocuieste orice versiune anterioara acestui contract si orice acord anterior dintre Parti in ceea ce priveste obiectul continutului aici.
- 12.2 Acest Contract este guvernata si interpretat in conformitate cu legile din Estonia, fara a lua in considerare niciun conflict de principii de drept.
- 12.3 In cazul oricarei dispute care recurge din sau are legatura cu acest Contract, Partile vor incerca in primul rand sa rezolve amical orice disputa prin acord comun, dar daca un se ajunge la nicio concluzie, disputa va fi supusa instantelor din Estonia, care vor avea jurisdictie exclusiva.
- 12.4 Preferred by Nature poate, din cand in cand, sa modifice acest Contract ca rezultat al schimbarii cerintelor Organismului de Acreditare, a Cerintelor de Certificare sau a

Nature procedures. Any such modifications 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.

- 12.5 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 and a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.
- 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.
- 12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.

procedurilor Preferred by Nature. Orice astfel de modificare trebuie transmisă Organizației în scris în termen de cel puțin nouăzeci (90) de zile înainte de a produce efect. În cazul în care Organizația obiectează la oricare dintre modificările propuse, Organizația are dreptul să rezilieze Contractul printr-o notificare scrisă cu termen de treizeci (30) de zile. Orice alte modificări aduse prezentului Contract vor fi convenite în scris și semnate de ambele Parti.

- 12.5 În cazul în care una sau mai multe dintre dispozițiile prezentului Contract vor fi sau vor deveni invalide, ilegale sau incapabile în orice privință, validitatea, legalitatea sau aplicabilitatea celorlalte prevederi ale Contractului nu vor fi afectate și se înlocuiește cu o dispoziție adecvată și echitabilă pentru a realiza, în măsura în care aceasta este valabilă și aplicabilă, intenția și scopul unei astfel de dispoziții nevalabile sau neaplicabile.
- 12.6 Atribuirea oricărui drepturi sau delegarea de sarcini în temeiul prezentului Contract nu poate fi făcută, decât cu notificarea scrisă prealabilă celeilalte Parti, cu cel puțin nouăzeci (90) de zile în avans. Prezentul Contract este obligatoriu pentru succesorii și cesionarii Partilor în totalitate.
- 12.7 Acest Contract poate fi executat în contrapartidă. Documentele trimise prin fax, e-mail și alte semnături electronice sunt la fel de eficiente și obligatorii ca și cele originale.

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

Acest Contract este executat atât în limba Engleză, cât și în limba Română. În cazul oricărui conflict privind conținutul corect, versiunea în limba Engleză va governa.

	<b>On behalf of Preferred by Nature OÜ / In numele Preferred by Nature OÜ</b>	<b>On behalf of Organisation / In numele Organizatiei</b>
Name / Nume		
Title / Functie		
Date / Data		
Signature / Semnatura		

## Appendix for GlobalG.A.P.

This appendix contains terms and conditions that are only applicable to organisations that are a GlobalG.A.P. applicant or 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.

## Anexa pentru GlobalG.A.P.

Aceasta anexa contine termeni si conditii care se aplica numai Organizatiilor care aplica pentru sau detin un Certificat GlobalG.A.P. Acesti termeni si conditii specifice se adauga tuturor celorlalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau inconsecventa intre aceasta anexa si restul Contractului, termenii acestei anexe vor prevala.

### 1. Obligatiile Organizatiei

- 1.1 Organizatia este de acord sa semneze cea mai actualizata versiune a sublicentei si a contractului de certificare, care se poate downloada de pe website-ul GlobalG.A.P.

## Appendix for when Preferred by Nature serves as a Monitoring Organisation

This appendix contains terms and conditions that are only applicable to organisations that apply to use or are using Preferred by Nature 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 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. Terms

- 1.1 In this appendix, these terms have the following meanings when capitalised:

**Competent Authorities** – refers to nationally appointed authorities responsible for the implementation of the European Union (EU) Timber Regulation in each EU Member State.

**EU Timber Regulation** – refers to Regulation (EU) No 995/2010 of the European Parliament and of the Council of 20 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** – refers to Preferred by Nature when it 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. The Organisation's conformance to the Preferred by Nature LegalSource™ Certification Requirements is a pre-requisite to use Preferred by Nature as a Monitoring Organisation.

### 2. Obligations of Preferred by Nature

- 2.1 Preferred by Nature is obligated to meet all relevant legal obligations as outlined by the

## Anexa pentru momentul in care Preferred by Nature serveste ca Organizatie de Monitorizare

Aceasta anexa contine termeni si conditii care se aplica numai organizatiilor care solicita utilizarea sau utilizeaza Preferred by Nature ca Organizatie de Monitorizare in temeiul Regulamentului UE cu privire la legalitatea lemnului. Acesti termeni si conditii specifice se adauga tuturor celorlalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau inconsecventa intre aceasta anexa si restul Contractului, termenii acestei anexe vor prevala.

### 1. Termeni

- 1.1 In aceasta anexa, acesti termeni au urmatoarele semnificatii, atunci cand sunt scrisi cu majuscule:

**Autoritati competente** – se refera la autoritatile desemnate la nivel national, responsabile de punerea in aplicare a Regulamentul Uniunii Europene (UE) privind legalitatea lemnului, in fiecare stat membru al UE.

**Regulamentul UE privind legalitatea lemnului** – se refera la Regulamentul (UE) nr. 995/2010 al Parlamentului European si al Consiliului din 20 Octombrie 2010 de stabilire a obligatiilor operatorilor care introduc pe piata lemn si produse din lemn, si orice alte reglementari delegate, dupa caz.

**Organizatie de Monitorizare** – se refera la Preferred by Nature atunci cand este recunoscuta de Comisia Europeana (CE) sa functioneze in mod oficial ca Organizatie de Monitorizare. Rolul Organizatiei de Monitorizare este de a furniza si verifica implementarea sistemelor de due diligence pentru a indeplini cerintele Regulamentului UE 995/2010. Conformitatea Organizatiei la Cerintele de Certificare Preferred by Nature LegalSource™ este o conditie prealabila pentru a utiliza Preferred by Nature ca Organizatie de Monitorizare.

### 2. Obligatiile Preferred by Nature

- 2.1 Preferred by Nature este obligata sa indeplineasca toate obligatiile legale

EU Timber Regulation and delegated regulations applicable in relation to its role as Monitoring Organisation.

- 2.2 Preferred by Nature 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.

### 3. Obligations of Organisation

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

### 4. Confidentiality and public information

- 4.1 Organisation agrees to recognise the right of Preferred by Nature to share audit reports and other relevant information with the European Commission and Competent Authorities if Preferred by Nature is requested to do so.

### 5. Limitation of liability and indemnification

- 5.1 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.
- 5.2 Organisation will not hold Preferred by Nature 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.

relevante, așa cum sunt ele enunțate în Regulamentul UE cu privire la legalitatea lemnului și delegate în ceea ce privește rolul sau de Organizație de Monitorizare.

- 2.2 Preferred by Nature este obligată să ia măsuri adecvate în cazul în care Organizația nu utilizează în mod corespunzător sistemul sau de due diligence, inclusiv notificarea Autorităților Competente în caz de eșec semnificativ sau repetat al Organizației.

### 3. Obligatiile Organizației

- 3.1 Organizația este de acord să respecte toate obligațiile aplicabile operatorilor, așa cum sunt definite de Regulamentul UES privind legalitatea lemnului.

### 4. Confidențialitate și informații publice

- 4.1 Organizația este de acord să recunoască dreptul Preferred by Nature de a distribui rapoartele de Audit și alte informații relevante Comisiei Europene și Autorităților Competente, în cazul în care Preferred by Nature îi este solicitat să facă acest lucru.

### 5. Limitarea răspunderii și despăgubirea

- 5.1 Organizația recunoaște că își menține integral răspunderea față de respectarea Regulamentului UE cu privire la legalitatea lemnului și a oricărei legislații existente la nivelul Uniunii Europene, precum și la nivelul statelor membre ale Uniunii Europene.
- 5.2 Organizația nu va trage la răspundere Preferred by Nature pentru orice pretenții sau daune cauzate de autoritățile competente sau de alte părți ale Organizației, din cauza presupusei sau confirmatei nerespectări ale Regulamentului UE cu privire la legalitatea lemnului și a oricărei legislații de la nivelul Uniunii Europene, precum și de la nivelul statelor membre ale Uniunii Europene.

## 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 Programme for the Endorsement of Forest Certification ("PEFC") applicant or 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.

## Anexa pentru Programul pentru Aprobarea Certificării Forestiere (PEFC)

Aceasta anexa conține termeni și condiții care se aplică numai organizațiilor care sunt aplicanți sau deja dețin un Certificat pentru Programul pentru Aprobarea Certificării Forestiere "PEFC". Acești termeni și condiții specifice se adaugă tuturor celorlalți termeni și condiții aplicabile din Contract. În cazul unui conflict sau inconsecvență între această anexă și restul Contractului, termenii acestei anexe vor prevala.

### 1. Confidentialitate și informații publice

- 1.1 Preferred by Nature poate oferi Titularului Schemei de Certificare sau Organismului de Acreditare acces la informațiile confidențiale ale Organizației, dacă Cerințele de Certificare o cer. Astfel de informații includ, dar nu sunt limitate la: copii ale rapoartelor de audit și a altor înregistrări de audit necesare solicitate de PEFC, rapoarte sumare pentru soluționarea reclamațiilor și contestațiilor împotriva clienților organizației certificate PEFC primite de către Preferred by Nature.



## Appendix for Rainforest Alliance Sustainable Agriculture

This appendix contains terms and conditions that are only applicable to organisations that are a Rainforest Alliance Sustainable Agriculture applicant or 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.

## Anexa pentru Certificarea Rainforest Alliance de Agricultura Sostenabila

Aceasta anexa contine termeni si conditii care se aplica doar aplicantilor sau detinatorilor de Certificat Rainforest Alliance pentru Agricultura Sostenabila. Acesti termeni si conditii specifice se adauga tuturor celorlalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau inconsecventa intre aceasta anexa si restul Contractului, termenii acestei anexe vor prevala. Aceasta anexa si toate clauzele din acest Contract care sunt solicitate de catre Rainforest Alliance sunt supuse legii aplicabile.

### 1. Obligatiile Organizatiei

1.1 Organizatia este de acord ca:

- a) Pentru grupuri, Organizatia este de acord sa determine fiecare membru al grupului sa respecte standardele aplicabile si sa respecte toate obligatiile acestora, incluzand, fara a limita, toate dispozitiile legate de Organizatie in baza acestui Contract;
- b) Va notifica in scris Preferred by Nature in termen de 48 de ore de orice abatere fundamentala de la sistemele si procedurile sale, sau de orice modificare a managementului, structurii sau proprietatii sale, sau orice alte informatii care ar putea afecta conformitatea Organizatiei cu standardele aplicabile sau conformitatea cu legislatia aplicabila;
- c) Va intreprinde actiuni in justitie impotriva Rainforest Alliance doar la solutionarea finala a litigiului prin Politica de Solutionare a Litigiilor Preferred by Nature si procedura de plangere a Rainforest Alliance;
- d) Rainforest Alliance are dreptul de a vizita, la propria discretie si cost Organizatia, cu sau fara notificare catre Preferred by Nature sau catre Organizatie. Rainforest Alliance poate observa Organizatia in timpul vizitei, poate efectua un Audit cu sau fara Preferred by Nature; si
- e) Rainforest Alliance are dreptul de a solicita ca Preferred by Nature sa efectueze audituri neanuntate sau de ancheta ale Organizatiei.

## 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.

## 2. Terminarea si Suspendarea Certificatului

- 2.1 La Suspendarea sau Terminarea Certificatului, Organizatia va conveni imediat la:
- a) Respectarea cerintelor de vanzare definite in Cerintele de Certificare.
    - i. Incetarea de a mai folosi orice marca comerciala a Rainforest Alliance pentru a vinde orice produs etichetat anterior, cu exceptia cazului in care o astfel de marca este eliminata si/sau de a face afirmatii care implica faptul ca un astfel de produs, intreprinderea Organizatiei sau Organizatia este conforma cu standardele.
    - ii. Pe cheltuiuala Organizatiei, se vor elimina toate utilizarile de nume, initiale, sigle, marci de certificare sau alte marci comerciale ale Rainforest Alliance din produsele sale (sau, in cazul in care eliminarea nu este posibila, produsele se vor revoca), documente, publicitate si/sau materiale de marketing, materiale sau suporturi de promovare fizica sau electronica, in brosure sau pe pagini web, semne sau alte documente si comunicari intre companii, odata cerute de Cerintele de Certificare.
- 2.2 Fara a aduce atingere celor de mai sus, pentru o perioada care incepe la data intrarii in vigoare a Suspendarii sau Terminarii Certificatului si care se incheie dupa sase (6) luni de la data Suspendarii sau Terminarii, Organizatia poate vinde un produs certificat in conformitate cu Politica Lantului de Aprovizionare a Rainforest Alliance si Cerintele si politicile de Certificare aplicabile, care pot fi modificate periodic.
- 2.3 In cazul in care Preferred by Nature decide sa nu certifice, sa Termine sau sa Suspende un Certificat, Organizatia un isi poate schimba organismul de certificare pana la urmatorul Audit de certificare si ciclul de certificare dupa ce a fost luata

### 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 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

decizia de certificare.

### 3. Utilizarea declaratiilor de certificare si a marcilor

- 3.1 Organizatia recunoaste ca nu poate utiliza marca de certificare Rainforest Alliance Certified™ decat in conformitate cu termenii unui contract de licenta valid incheiat intre Organizatie si Rainforest Alliance, incluzand aprobarea scrisa prealabila de catre Rainforest Alliance pentru orice utilizare si este de acord sa adere la Cerintele si Instructiunile pentru utilizarea marcilor comerciale Rainforest Alliance, asa cum sunt publicate pe site-ul web Rainforest Alliance.
- 3.2 Organizatia este de acord ca orice reprezentare pe care o face cu privire la Rainforest Alliance, produs certificat, domeniul de aplicare al certificarii unei operatiuni la standardele Rainforest Alliance sau cu privire la colaborarea sau sprijinul pentru Rainforest Alliance, trebuie sa fie corecta si exacta. Organizatia isi rezuma reprezentarile cu privire la certificarea produsului certificat dupa standardul aplicabil Rainforest Alliance 2020 (sau la standardele ulterioare Rainforest Alliance) si nu cu privire la produse, caracteristicile produsului sau operatiunile agricole care nu sunt incluse in domeniul de aplicare al Certificatului Organizatiei care acopera produsul certificat. Organizatia este de acord ca nu va folosi nicio marca comerciala Rainforest Alliance si nu va face reclamatii, declaratii publice sau un va folosi limbaje sau referinte Rainforest Alliance in legatura cu vanzarea directa sau indirecta, marketing-ul sau publicitatea produselor care nu sunt certificate, cu exceptia celor permise in mod specific intr-un contract de licenta cu Rainforest Alliance.
- 3.3 Organizatia un va folosi numele, marca de certificare, logo-urile sau alte marci comerciale ale Rainforest Alliance, cu exceptia cazului in care acest lucru este permis printr-un contract de licenta cu Rainforest Alliance. Organizatia va coopera pe deplin cu Rainforest Alliance si Preferred by Nature cu privire la orice utilizare neautorizata, incalcare sau diminuare a

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 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:
  - a) 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.

marcilor comerciale sau a altor drepturi de proprietate intelectuala ale Rainforest Alliance.

#### **4. Confidentialitate si informatii publice**

- 4.1 Organizatia este de acord sa respecte cerintele Rainforest Alliance pentru transparenta si confidentialitate, asa cum sunt prevazute in contractul de licenta cu Rainforest Alliance.
- 4.2 Rainforest Alliance are dreptul de a afisa numele Organizatiei pe certificatele de tranzactionare pentru produsele certificate de ferma sau grupul respectiv, pe intregul lant de aprovizionare catre vanzatorul final al produselor certificate, atat timp cat se mentine segregarea.
- 4.3 Rainforest Alliance are dreptul de a afisa numele Organizatiei pe certificatele de tranzactionare emise de catre sau catre Organizatie sau unul dintre amplasamentele sale.

#### **5. Termene si terminarea**

- 5.1 Acest Contract poate fi reziliat de:
  - a) Preferred by Nature cu o notificare scrisa de nouazeci (90) de zile in cazul in care autorizarea Preferred by Nature ca organism de certificare este suspendata sau anulata.

## Appendix for Responsible Biomass Programme (RBP)

This appendix contains terms and conditions that are only applicable to organisations that are a Responsible Biomass Programme ("RBP") applicant or 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 Preferred by Nature is an approved verifier for the requirements of Bekendtgørelse om Håndbog om opfyldelse af bæredygtighedskrav og krav til besparelse af drivhusgasemissioner for biomassebrændsler til energiformål (HB 2021).
- 1.2 The RBP verification provided by Preferred by Nature follows the Danish biomass legislation referenced in 1.1.

## Anexa pentru Programul de Biomasa Sustenabila (RBP)

Aceasta anexa contine termenii si conditiile care se aplica numai organizatiilor care sunt solicitanti sau Detinatori de Certificate in cadrul Programului pentru Biomasa Sustenabila ("RBP"). Acesti termeni si conditii specifice se adauga la toti ceilalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau al unei neconcordante intre prezenta anexa si restul Contractului, prevaleaza termenii din prezenta anexa.

### 1. Obligatiile Organizatiei

- 1.1 Preferred by Nature este un verficator autorizat pentru cerintele din Ordinul executiv cu privire la Manualul privind indeplinirea cerintelor de durabilitate si a cerintelor de reducere a emisiilor de gaze cu efect de sera pentru combustibilii din biomasa in scopuri energetice (HB 2021).
- 1.2 Verificarea RBP oferita de Preferred by Nature respecta legislatia Daneza privind biomasa la care se face referire la punctul 1.1.

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

This appendix contains terms and conditions that are only applicable to organisations that are a Roundtable on Sustainable Palm Oil ("RSPO") applicant or 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.

## Anexa pentru Masa rotunda privind Sustenabilitatea Uleiului de Palmier (RSPO)

Aceasta anexa contine termeni si conditii care se aplica numai organizatiilor care solicita sau detin deja un Certificat pentru Roundtable on Sustainable Palm Oil ("RSPO"). Acesti termeni si conditii specifice se adauga tuturor celorlalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau inconsecventa intre aceasta anexa si restul Contractului, termenii acestei anexe vor prevala.

### 1. Obligatiile Preferred by Nature

1.1 In cazul in care domeniul de aplicare al Preferred by Nature RSPO este redus, suspendat sau terminat, Certificatul RSPO al Organizatiei ramane valid pana la urmatoarea data de Audit anual. In cazul in care acreditarea RSPO a Preferred by Nature este suspendata sau terminata in termen de patru (4) luni de la urmatoarea data de audit anual a Organizatiei, acesteia i se acorda o prelungire de trei (3) luni de la data expirarii Certificatului de catre RSPO. Preferred by Nature va informa Organizatia in termen de paisprezece (14) zile de aceasta modificare a statutului si va respecta cerintele Organismului de Acreditare si ale RSPO pentru transferul Certificatului catre un alt organism de acreditare certificat. Daca se efectueaza un Audit inainte de data suspendarii sau a rezilierii, dar procesul de certificare nu a fost finalizat, Secretariatul RSPO, impreuna cu Organismul de Acreditare, vor decide cu privire la continuarea procesului.

### 2. Termene si terminarea

2.1 In ceea ce priveste orice servicii RSPO, prezentul Contract este valabil numai in ipoteza in care Organizatia (sau organizatia-mama sau una dintre filialele sale detinute si/sau administrate majoritar) este membru activ RSPO. Contractul se incheie in legatura cu orice servicii RSPO in cazul in care calitatea de membru al Organizatiei (sau organizatia-mama sau una dintre filialele sale detinute si/sau administrate majoritar) este suspendata sau terminata.

## Appendix for Sustainable Biomass Program (SBP)

This appendix contains terms and conditions that are only applicable to organisations that are a Sustainable Biomass Program ("SBP") applicant or 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:
- provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with complete, truthful and accurate information and documents, including but 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 authorised 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 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.

## Anexa pentru Programul de Biomasa Sustenabila (SBP)

Aceasta anexa contine termeni si conditii care se aplica numai organizatiilor care sunt solicitanti sau detinatori de certificate in cadrul Programului de Biomasa Durabila ("SBP"). Acesti termeni si conditii specifice se adauga la toti ceilalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau al unei neconcordanțe între prezenta anexa și restul Contractului, prevalează termenii din prezenta anexa.

### 1. Obligatiile Organizatiei

- 1.1 Organizatia este de acord:
- sa furnizeze personalului Preferred by Nature, Titularului Schemei de Certificare sau al Organismului de Acreditare sau reprezentantilor autorizati informatii si documente complete, veridice si exacte, inclusiv, dar fara a se limita la: orice raport privind baza de aprovizionare; rapoartele publice de sinteza Preferred by Nature; datele solicitate de SBP pentru calculele privind gazele cu efect de sera si rapoartele de reglementare; si orice date solicitate de SBP pentru a fi furnizate cumparatorului/clientului Organizatiei cu fiecare lot de biomasa furnizat sau vandut.

### 2. Confidentialitate si informatii publice

- 2.1 Atat Preferred by Nature, cat si SBP sunt indreptatite si autorizate sa prelucreze datele cu caracter personal si datele comerciale ale Organizatiei (in masura in care acest lucru este necesar in scopul indeplinirii obligatiilor fata de Preferred by Nature si/sau SBP) in conformitate cu Directiva 95/46/CE a Parlamentului European si a Consiliului privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si libera circulatie a acestor date, precum si cu orice alta legislatie aplicabila privind protectia datelor.

## Appendix for Sustainability Framework Programme (SFP)

This appendix contains terms and conditions that are only applicable to organisations that are a Sustainability Framework Program ("SFP") applicant or 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. Verification claims and trademark usage

1.1 An organisation verified as conforming to the SFP Verification Requirements may use the Preferred by Nature Seal (the "Seal") in connection with the sale, marketing, advertising or distribution of SFP verified products within the Verification Scope as verified by Preferred by Nature ("Preferred by Nature Verified SFP Product") in accordance with the terms and conditions of the Agreement and subject to the following:

- a) Preferred by Nature hereby grants Organisation a non-transferable, non-exclusive license to reproduce the Seal (as shown and made available to the Organisation by Preferred by Nature) with respect to Preferred by Nature Verified SFP Product when and as long as Organisation holds a valid SFP Certificate and in relation to the products that are covered by the Verification Scope of the valid SFP Certificate.
- b) Organisation may only use the Seal with the prior review and written approval of Preferred by Nature, and Organisation may not alter the Seal in any manner. Organisation shall submit to Preferred by Nature for its approval, prior to publication or any other use, all claims, representations, public statements



## Anexa pentru Programul-Cadru pentru Dezvoltare Durabila (SFP)

Prezenta anexa contine termeni si conditii care se aplica numai organizatiilor care sunt solicitanti sau detinatori de certificate in cadrul Programului-Cadru pentru Dezvoltare Durabila ("SFP"). Acesti termeni si conditii specifice se adauga la toti ceilalti termeni si conditii aplicabile din Contract. In cazul unui conflict sau al unei neconcordante intre prezenta anexa si restul acordului, prevaleaza termenii din prezenta anexa.

### 1. Declaratii de verificare utilizarea marci comerciale

1.1 O organizatie verificata ca fiind conforma cu Cerintele de Verificare SFP poate utiliza Sigiliul Preferred by Nature (denumit in continuare "Sigiliul") in legatura cu vânzarea, comercializarea, publicitatea sau distributia de produse verificate SFP in cadrul Domeniului de Verificare verificat de Preferred by Nature ("Produce SFP Verificat de Preferred by Nature"), in conformitate cu termenii si conditiile din Contract si sub rezerva urmatoarelor:

- a) Prin prezenta, Preferred by Nature acorda Organizatiei o licenta netransferabila si neexclusiva de reproducere a Sigiliului (asa cum este prezentat si pus la dispozitia Organizatiei de catre Preferred by Nature) cu privire la Produsul SFP Verificat de Preferred by Nature atunci când si atâta timp cât Organizatia detine un certificat SFP valabil si in legatura cu produsele care sunt acoperite de Domeniul de Verificare al Certificatului SFP valabil.
- b) Organizatia poate utiliza Sigiliul numai cu acordul prealabil si aprobarea scrisa a Preferred by Nature, iar Organizatia nu poate modifica Sigiliul in niciun fel. Organizatia va supune Preferred by Nature spre aprobare, inainte de publicare sau de orice alta utilizare, toate declaratiile, declaratii publice sau limbaj despre sau referiri la Preferred by Nature





- or language about or references to Preferred by Nature and all uses of the Seal on Preferred by Nature Verified SFP Product. Once Preferred by Nature has approved any such use, Organisation may not make any changes to such use without first obtaining Preferred by Nature's written approval.
- c) Organisation agrees to comply with the Preferred by Nature Seal Use Policy, which may be amended from time to time, and pay any related fees, if applicable, as set forth in the Seal Use Policy.
- d) Organisation agrees to accurately and fairly represent its Certificate type, its Verification Scope and the Preferred by Nature Verified SFP Product, enterprises or operations included in the Verification Scope. Organisation shall restrict its representations of verification to relate only to conformance to the Verification Requirements and will not represent verification in relation to any other characteristics. Organisation shall not make verification claims in the sale, marketing, advertising, promotion or distribution, or misrepresent the verification status, of Preferred by Nature Verified SFP Product, enterprises or operations that are not included in the Verification Scope.
- e) All use of the Seal will be of high quality in keeping with the reputation of Preferred by Nature and shall comply with the standards and requirements set by Preferred by Nature from time to time. Organisation agrees that it will not manufacture, cause to be manufactured, market, promote, sell or distribute Preferred by Nature Verified SFP Product or use the Seal in a manner that is inconsistent with the goals and purposes of Preferred by Nature and its mission. Organisation shall maintain the high standards and reputation of
- si toate utilizarile Sigiliului pe Produsul SFP Verificat Preferred by Nature. Odata ce Preferred by Nature a aprobat o astfel de utilizare, Organizatia nu poate face nicio modificare la aceasta utilizare fara a obtine in prealabil aprobarea scrisa a Preferred by Nature.
- c) Organizatia este de acord sa respecte Politica de Utilizare a Sigiliului Preferred by Nature, care poate fi modificata din când in când, si sa plateasca toate taxele aferente, daca este cazul, asa cum se prevede in Politica de Utilizare a Sigiliului.
- d) Organizatia este de acord sa reprezinte cu exactitate si in mod corect tipul sau de certificat, Domeniul sau de Verificare si Produsul SFP Verificat Preferred by Nature, intreprinderile sau operatiunile incluse in Domeniul de Verificare. Organizatia isi va limita reprezentarile sale de verificare pentru a se referi numai la conformitatea cu Cerintele de Verificare si nu va reprezenta verificarea in legatura cu alte caracteristici. Organizatia nu va face declaratii de verificare in cadrul vânzarii, marketingului, publicitatii, promovarii sau distributiei si nici nu va prezenta in mod eronat statutul de verificare al Produsului SFP Verificat Preferred by Nature, al intreprinderilor sau al operatiunilor care nu sunt incluse in Domeniul de aplicare a Verificarii.
- e) Toata utilizarea Sigiliului va fi de inalta calitate, in conformitate cu reputatia Preferred by Nature si va respecta standardele si cerintele actualizate de Preferred by Nature din când in când. Organizatia este de acord ca nu va fabrica, nu va face sa fie fabricat, nu va comercializa, nu va promova, nu va vinde sau distribui Produsul SFP Verificat Preferred by Nature si nu va utiliza Sigiliul intr-un mod care nu este in concordanta cu obiectivele si scopurile Preferred by Nature si cu misiunea sa.
- Organizatia trebuie sa mentina standardele inalte si reputatia Preferred

Preferred by Nature and shall not use the Seal in a manner that is disparaging to Preferred by Nature or contrary to its values.

- f) The Organisation must not:
- i. use the Seal in conjunction with another trademark or any character, word, name, imagery, or symbol so as to create a composite trademark or so as to otherwise create an association between the Seal and such other trademark, character, word, name, imagery or symbol.
  - ii. use any sign, whether as a trademark or otherwise, which is substantially identical or deceptively similar to the Seal.
- g) Organisation acknowledges and agrees that Preferred by Nature is the exclusive owner of the Seal or any other trademark, service mark, verification mark, logo or other proprietary designation owned by Preferred by Nature (the "Marks"). Organisation agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by Organisation shall ensure to the benefit of Preferred by Nature. Organisation agrees that nothing in this Agreement shall give Organisation any right, title or interest in the Marks, other than the right to use the Seal in accordance with this Agreement. Organisation shall not in any manner represent that it has any ownership interest in the Marks or any registrations thereof and hereby waives and disclaims any ownership right or interest in or to the Marks or variations thereof that may arise under the law in any country, state or other jurisdiction. Organisation shall not register or attempt to register the Marks or any similar marks to designate any goods, services or verification programs in any country, state or other jurisdiction. Organisation will not

by Nature si nu va folosi Sigiliul intr-un mod care sa denigreze Preferred by Nature sau sa contravina valorilor acesteia.

- f) Organizatia nu trebuie sa:
- i. utilizeze Sigiliului impreuna cu o alta marca comerciala sau cu orice caracter, cuvânt, nume, imagine sau simbol, astfel încât sa creeze o marca comerciala compozita sau sa creeze o asociere intre Sigiliu si o astfel de marca comerciala, caracter, cuvânt, nume, imagine sau simbol.
  - ii. utilizeze orice semn, fie ca marca comerciala, fie in alt mod, care este substantial identic sau inselator de asemanator cu sigiliul.
- g) Organizatia recunoaste si este de acord ca Preferred by Nature este proprietarul exclusiv al Sigiliului sau al oricarei alte marci comerciale, marci de servicii, marci de verificare, logo-uri sau alte denumiri de proprietate detinute de Preferred by Nature (denumite "Marcile"). Organizatia este de acord ca nu va face nimic in contradictie cu aceasta proprietate si este de acord ca orice utilizare a Marcilor de catre Organizatie se va asigura in beneficiul Preferred by Nature. Organizatia este de acord ca nimic din prezentul Contract nu va conferi Organizatiei niciun drept, titlu sau interes asupra Marcilor, in afara de dreptul de a utiliza Sigiliul in conformitate cu prezentul Contract. Organizatia nu trebuie sa declare in niciun fel ca are vreun interes de proprietate asupra Marcilor sau asupra inregistrarilor acestora si, prin prezenta, renunta la orice drept de proprietate sau interes asupra marcilor sau a variatiilor acestora care ar putea aparea in temeiul legislatiei din orice tara, stat sau alta jurisdictie. Organizatia nu va inregistra sau nu va incerca sa inregistreze Marcile sau orice alte marci similare pentru a desemna bunuri, servicii sau programe de verificare in nicio tara, stat sau alta jurisdictie. Organizatia nu va contesta, nu va afecta sau nu va contesta in alt mod, direct sau indirect, dreptul, titlul sau

- contest, impair, or otherwise challenge, directly or indirectly, Preferred by Nature's right, title, or interest in and to the Marks. Organisation will not infringe or facilitate the infringement of any rights derived from the Marks. At the request of Preferred by Nature, Organisation shall execute and deliver to Preferred by Nature any and all documents and do all other acts and things which Preferred by Nature deems necessary or appropriate to make fully effective or to implement or execute the provisions of this Agreement relating to the ownership or registration of the Seal.
- h) Organisation shall not sell, assign, sub-license, or otherwise transfer its license to reproduce the Seal under this Agreement to any third party, without the prior written approval of Preferred by Nature.
- i) Organisation shall immediately notify Preferred by Nature of any activity that may come to its attention that would reasonably be construed to constitute an unauthorised use, infringement, or dilution of the Seal or any of the Marks.
- j) Preferred by Nature has the sole right to take, and determine whether or not to take, any action(s) it deems appropriate with respect to any unauthorised use, infringement, or dilution of the Seal and the Marks. Organisation agrees to fully cooperate with Preferred by Nature in connection with any such action.
- k) The license to reproduce the Seal is specific to Preferred by Nature Verified SFP Product and shall only become effective upon Organisation's receipt of SFP verification from Preferred by Nature with respect to such applicable Verification Scope.
- l) In the event any conduct or omission by the Organisation in using the Seal or the Marks, in the
- interesul Preferred by Nature asupra Marcilor. Organizatia nu va incalca sau nu va facilita incalcarea niciunui drept derivat din Marci. Organizatia nu va incalca si nu va facilita incalcarea niciunui drept derivat din Marci. La cererea Preferred by Nature, Organizatia va semna si va livra catre Preferred by Nature toate documentele si va face toate celelalte acte si lucruri pe care Preferred by Nature le considera necesare sau adecvate pentru a face pe deplin eficiente sau pentru a pune in aplicare sau a executa dispozitiile prezentului Contract referitoare la proprietatea sau inregistrarea Sigiliului.
- h) Organizatia nu va vinde, cesiona, sublicentia sau transfera in alt mod licenta sa de reproducere a Sigiliului in temeiul prezentului Contract catre o terta parte, fara aprobarea prealabila scrisa a Preferred by Nature.
- i) Organizatia trebuie sa notifice imediat Preferred by Nature cu privire la orice activitate de care ar putea lua cunostinta si care ar putea fi interpretata in mod rezonabil ca reprezentând o utilizare neautorizata, o incalcare sau o diminuare a Sigiliului sau a oricarei Marci.
- j) Preferred by Nature are dreptul exclusiv de a intreprinde si de a decide daca sa intreprinda sau nu orice actiune (actiuni) pe care o considera adecvata cu privire la orice utilizare neautorizata, incalcare sau diminuare a Sigiliului si a Marcilor. Organizatia este de acord sa coopereze pe deplin cu Preferred by Nature in legatura cu orice astfel de actiune.
- k) Licenta de reproducere a Sigiliului este specifica Produsului SFP Verificat de Preferred by Nature si va intra in vigoare numai dupa primirea de catre Organizatie a verificarii SFP de la Preferred by Nature in ceea ce priveste Domeniul de Verificare aplicabil.
- l) In cazul in care orice comportament sau omisiune a Organizatiei in utilizarea Sigiliului sau a Marcilor, in opinia

reasonable opinion of Preferred by Nature, breaches any of the provisions of these licensing terms, Preferred by Nature may, in its sole discretion, take one or more of the following actions: (i) require the Organisation to change or stop such conduct, or to correct such an omission, or to withdraw from circulation any materials that, in the reasonable opinion of Preferred by Nature, breach the licensing conditions, (ii) suspend the Organisation pursuant to section 7 of the Agreement until such time as the Organisation has remedied the breach.

- m) The Organisation's right to use the Seal ceases automatically in case the SFP Certificate issued to the Organisation is suspended or terminated.
- n) Preferred by Nature reserves the right to withdraw the Seal use eligibility from the Organisation at any time if the Organisation is not in conformance with the SFP Verification Requirements.

rezonabila a Preferred by Nature, incalca oricare dintre prevederile acestor termeni de licenta, Preferred by Nature poate, la discretia sa, sa ia una sau mai multe dintre urmatoarele masuri: (i) sa ceara Organizatiei sa schimbe sau sa inceteze un astfel de comportament sau sa corecteze o astfel de omisiune sau sa retraga din circulatie orice materiale care, in opinia rezonabila a Preferred by Nature, incalca conditiile de licenta, (ii) sa suspende Organizatia in conformitate cu sectiunea 7 din Contract pâna când Organizatia a remediat incalcare.

- m) Dreptul organizatiei de a utiliza Sigiliul inceteaza automat in cazul in care Certificatul SFP eliberat Organizatiei este suspendat sau reziliat.
- n) Preferred by Nature isi rezerva dreptul de a retrage eligibilitatea de utilizare a Sigiliului de la Organizatie in orice moment, in cazul in care Organizatia nu este in conformitate cu Cerintele de Verificare SFP.