

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.

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

认证协议

此份认证协议 (以下简称协议) 是由以下双方共同签署:

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

和

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

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

1. 条款

- 1.1 本协议中使用的这些术语在着重标识时具有如下含义:

认可机构 – 指任何对Preferred by Nature作为认证机构进行认可或批准的权威机构或第三方机构。

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

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

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

认证要求 – 指适用于组织认证的政策、标准、程序文件、指令和任何其他规范性文件。所有规范性文件的现行版本均可在Preferred by Nature 和/或相关的认证项目有者的网站上找到。Preferred by Nature 还保留服务信息表, 其中包括与特定认证和

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.

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 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.

验证服务相关的附加条件和信息，详情请浏览 www.preferredbynature.org。

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

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

Preferred by Nature – 指的是Preferred by Nature OÜ，是更大的Preferred by Nature 组织（以前称为NEPCon）中的一个独立法人实体，持有认可机构的认证，并根据既定的标准和计划提供认证、验证和审核服务来管理客户。Preferred by Nature OÜ是非营利性组织 Preferred by Nature F.M.B.A.的全资子公司，在丹麦注册，注册号为18044633。与本协议相关的发票可由 Preferred by Nature F.M.B.A.、Preferred by Nature OÜ或 Preferred by Nature F.M.B.A.的任何其他子公司提供。

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

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.

暂停 (证书) – 指根据认证要求，证书暂时暂停有效性的情况。

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

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

2. 一般情况

- 2.1 对于本协议，认证也可以是验证，认证也可以是验证，以涵盖认证和验证服务。
- 2.2 Preferred by Nature采用并实施了若干政策，包括以下政策，这些政策可能会不时修订，详情请查阅 www.preferredbynature.org
- a) **反腐败政策**制定控制措施，以确保工作人员的行为合法和合乎道德。Preferred by Nature对腐败、欺诈和贿赂(包括接受与本协议项下服务相关的现金礼物的人员)采取零容忍态度；
 - b) **公正性政策**规定了利益冲突，以及在所有认证活动中为保障Preferred by Nature公正性而采取的措施；
 - c) **保密政策**保障任何适用组织信息的保密性；
 - d) **争议解决政策**描述了Preferred by Nature处理任何争议的方式，包括组织（和任何其他利益相关方）向Preferred by Nature提交的任何上诉或投诉，并描述了解决这些争议的程序；以及
 - e) **结社政策**确保Preferred by Nature保留与任何违反以上政策原则的组织脱离关系的权利。

- 2.3 Preferred by Nature在 www.preferredbynature.org 网站上保存有关其管理、组织架构、活动和做认证决定

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;
 - 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 designated by the Certification Scheme Owner or on Preferred by Nature's website or both.
- 3.2 In case the scope of Preferred by Nature's accreditation is reduced, suspended or terminated, Preferred by Nature will inform the Organisation within thirty (30) days of such change in status and comply with Certification Requirements for transfer of the Certificate to another accredited certification body.

4. Obligations of Organisation

- 4.1 The Organisation agrees to:
- a) disclose any current or previous applications for similar types of certification or certifications held within the last five (5) years;
 - b) conform to all applicable Certification Requirements, which may be amended from time to time, and to conform to the revised versions of the Certification Requirements within the timeframes specified. If the certification applies to

负责人的相关信息。

3. Preferred by Nature 的义务

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

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

4. 组织的义务

- 4.1 组织同意:
- a) 披露最近五(5)年内持有的类似认证认证申请;
 - b) 符合所有可随时修订的适用认证要求, 并在规定的时间内符合认证要求的修订版本。如果认证适用于正在进行的生产, 组织同意确保认证产品继续满足产品要求。如果本协议与认证要求不一

- 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 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
- 致，组织同意并承认以认证要求的规定为准；
- c) 与Preferred by Nature或认证项目所有者或认可机构（如适用）合作，做出任何必要安排，以安排和进行审核，并作出相应安排以便观察员参与（如适用）；
 - d) 只要有涉及评估和验证组织是否符合认证要求的必要，组织需向Preferred by Nature、认证项目所有者或认可机构人员或授权代表提供完整、真实和准确的信息和文件，以及使用该组织的任何设施、人员和分包商的权限。并在评估和核实该组织是否符合认证要求的情况下，向Preferred by Nature 和认证计划所有者提供使用和处理与该组织有关或该组织提供的任何信息的权利。即使没有得到Preferred by Nature的明确要求，组织也将向Preferred by Nature披露所有可以合理预期的相关事实和情况，以评估组织对认证要求的遵守情况。本组织同意，如果本组织不按照认证要求与审核合作，Preferred by Nature可停止审核过程；
 - e) 接受Preferred by Nature确定的监督审核。监督审核的细节，包括审核持续时间、地点和审核组信息，都在单独的审核计划中，审核计划在每次审核之前提供给组织，并通过引用纳入本文中；
 - f) 承认 Preferred by Nature、认可机构和/或认证项目所有者保留在必要时进行短期通知和未经通知的现场访问的

- conduct short notice and unannounced site visits when deemed necessary to verify conformance with the Certification Requirements and/or protect the integrity of Preferred by Nature's reputation and its related trademarks and logos, as well as the reputation of the Certification Scheme Owner and its related trademarks and logos. The Organisation agrees to cooperate with Preferred by Nature, Accreditation Body and/or Certification Scheme Owner to facilitate such visits and to disclose all information required to conduct the evaluation;
- g) address any non-conformities identified by Preferred by Nature or other parties (such as Accreditation Bodies) in relation to the Certification Requirements within the timeframes specified and in an appropriate manner and to make related evidence accessible to Preferred by Nature;
 - h) not edit any certification documents (for example, 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;
- 权利，以验证合规性和/或保护 Preferred by Nature 声誉及其相关商标和标识的完整性，以及认证项目所有者的声誉和其相关商标和标识的完整性。该组织同意与 Preferred by Nature, 认可机构及/或认证计划拥有人合作，支持此类访问，并披露进行评估所需的所有信息；
- g) 在规定的时间内，以适当的方式处理由 Preferred by Nature 或其他方（如认可机构）确定的与认证要求有关的任何不符合项，并使 Preferred by Nature 能够获得相关证据；
 - h) 不得编辑任何认证文件（例如，审核报告或证书），并提供全部认证文件的副本，或在一定程度上避免误导接收认证文件的另外一方；
 - i) 根据 Preferred by Nature 的争议解决政策处理任何投诉，只有在未解决的情况下，才应将投诉提交认可机构或认证项目所有者，并记录其收到的与认证要求的符合性有关的任何投诉，对投诉作出回应，采取适当的行动和保存所采取措施和投诉最终结果的书面记录。组织应根据要求向 Preferred by Nature 提供这些记录；
 - j) 根据 Preferred by Nature 的争议解决政策，首先解决组织可能与 Preferred by Nature 和/或任何未解决的对组织的投诉，并同意仅在投诉未解决时才将任何投诉提交给认证机构或认证计划所有者组织的满意度；
 - k) 不得从事任何可能损害 Preferred by Nature、认可机构或认证项目所有者声誉的活动或提出任何索赔；

- l) conform to all Certification Requirements in any attached appendices when applicable to Organisation's Certification Scope; and
- 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 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

- l) 适用于认证方案和服务范围时，应符合附件中的所有要求；
- m) 使所有第三方实体符合相关的认证要求，并遵守本协议项下组织的所有义务，包括但不限于与组织有关的所有禁令，如果组织与关联企业或业务集团合作管理业务，或组织是关联企业或业务集团的集团经理，或组织的认证涉及或要求关联实体或第三方实体参与。

- 4.2 组织同意在不迟于十(10)个工作日内（除非认证要求规定的时间较短），尽快通知 Preferred by Nature可能影响其符合认证要求能力的任何基本变更。此类变更可能包括但不限于以下方面的变更：

- a) 组织的法律地位或所有权；
- b) 组织架构；
- c) 生产过程、产品或产品选择；
- d) 破产、破产、关闭和其他类似事件；
- e) 生产/操作地点；以及
- f) 在某种程度上危及符合认证要求的质量管理体系。

5. 付款和费用

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

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 the Agreement under clause 11.2.
- 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

- 5.2 组织将支付相关认证项目所有者和/或认可机构要求的任何费用。组织承认认证项目所有者和/或认可机构可修改其费用，此类修改不在Preferred by Nature的控制范围内。

6. 证书有效期和范围

- 6.1 颁发证书的前提是Preferred by Nature指定的人员做出肯定的认证决定。认证决定考虑到审核报告和审核组的建议。Preferred by Nature有权推迟或推迟其认证决定，用来参考尚未在其审核报告中出现的新的或额外的信息，而且Preferred by Nature认为这些信息可能影响其评估结果。
- 6.2 该组织承认，在该组织获得Preferred by Nature颁发的证书之前，认证过程尚未完成。如果达成积极的认证决定，签署本协议，并支付了所有待定的成本和费用之后，如果不存在其他原因导致Preferred by Nature根据第6.6条拒绝颁发证书，则将颁发证书。
- 6.3 该组织承认，Preferred by Nature没有义务与该组织建立或维持任何商业或其他关系，也没有义务签发以前发给该组织的证书。组织进一步承认，证书的签发绝不改变或限制Preferred by Nature根据第 11.2 条终止本协议的权利。
- 6.4 证书的有效期限取决于认证要求，除非提前暂停或终止。在此有效期之后，证书将过期并自动终止。如果组织希望保留其证书，则需要重新评估。当Preferred by Nature对组织做出积极的认证决定时，将颁发新的证书。为避免证书有效性间断，Preferred by Nature应在现有证书终止日期前对组织进行重新评估并颁发新证书。组织应在证书到期前至少 3 个月通知 "自然优先" 组织更新证书

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.

- 6.5 Preferred by Nature will send a notification directly to the Organisation announcing issuance, Suspension or Termination of any Certificate(s). The Organisation acknowledges that such notifications are also the basis for communicating any changes in the validity and number of Certificates, under this Agreement.
- 6.6 The Organisation agrees that Preferred by Nature 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.
- 6.7 The Organisation acknowledges that meeting all Certification Requirements and timely payment of all certification costs and fees is a requirement for maintaining a valid Certificate.
- 6.8 The Organisation agrees to notify Preferred by Nature about any desired changes to the Certification Scope before these changes are implemented. Preferred by Nature will evaluate the need for additional audit activities, if any, and will agree with the Organisation on the steps that need to be taken before the 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

的意向，以确保在证书到期前及时进行续签。

- 6.5 Preferred by Nature将直接向组织发送通知，宣布颁发、暂停或终止任何证书。组织承认，此类通知也是传达本协议项下证书有效性和证书数量变化的基础。
- 6.6 该组织同意，Preferred by Nature可根据该组织的整体合规情况拒绝签发证书或维持认证，特别是如果组织的活动与Preferred by Nature作为认证机构所需承担的义务相冲突，或Preferred by Nature认为其活动有损Preferred by Nature的良好声誉。
- 6.7 组织承认，满足所有认证要求并及时支付所有认证成本和费用是维持有效证书的前提。
- 6.8 组织同意在实施这些变更之前通知Preferred by Nature认证范围的任何预期变更。Preferred by Nature将评估额外审核活动（如有）的必要性，并与组织商定变更认证范围前需要采取的步骤。
- 6.9 组织有权根据Preferred by Nature和认证项目所有者政策和程序对审核过程提出不同意见或向Preferred by Nature上诉认证决定。

7. 证书终止和暂停

- 7.1 在向组织发出书面通知后，Preferred by Nature可基于第6.6或11.2条所列的任何理由或根据认证计划拥有人或认可机构作出的决定，终止或暂停证书。
- 7.2 证书暂停或终止后，组织同意立即采取以下

Certificate, the Organisation agrees to immediately take the following steps:

- a) cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
- b) cease usage of any claims, labelling or advertising (including in social media) in relation to its certification and certified status;
- c) 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;
- d) where required by the Certification Scheme Owner or Preferred by Nature, inform relevant customers about the Suspension or Termination within three (3) business days of Suspension or Termination, and maintain records of such notification;
- e) destroy the issued original Certificate and all copies; and
- f) cooperate with Preferred by Nature and the relevant Certification Scheme Owner and/or Accreditation Body to confirm that these obligations have been met.

步骤:

- a) 停止销售任何经认证的产品（适用于产品认证），并采取措施删除所有相关信息；
- b) 停止使用与认证和认证状态有关的任何声明、标签或广告（包括在社交媒体上）；
- c) 自费从其产品、文件、广告和/或营销材料以及企业对企业的沟通中移除并删除Preferred by Nature和认证项目所有者的所有名称、首字母、徽标、认证标志或其他商标的使用；
- d) 如果认证计划所有人或Preferred by Nature要求，在暂停或终止后三(3)天内通知相关客户暂停或终止，并保存此类通知的记录；
- e) 销毁签发的原始证书和所有副本；以及
- f) 与Preferred by Nature和相关认证项目所有者和/或认可机构合作，以确认这些义务已得到履行。

8. Certification claims and trademark usage

- 8.1 For as long as it is in compliance with its obligations during the term of this Agreement, the Organisation may make public statements regarding its participation in the relevant certification service and its certified status according to the rules of Preferred by Nature and the Certification Scheme Owner.
- 8.2 As a Certificate holder, the Organisation agrees to accurately and fairly represent its Certification Scope, including the products, sites and activities within the scope. The Organisation must restrict the representation of its certification to relate only to conformance to the relevant Certification Requirements and not in relation to any other products, characteristics or operations outside of the Certification Scope.
- 8.3 The Organisation shall ensure that any public usage by the Organisation of the name, logo or trademarks of Preferred by Nature, the

8. 认证声明和商标使用

- 8.1 只要在本协议有效期内遵守其义务，组织可根据Preferred by Nature认证项目所有者的规则，就其参与相关认证服务及其认证状态发表公开声明；
- 8.2 作为证书持有者，组织同意准确、公平地代表其认证范围，包括范围内的产品、场所和活动。组织必须限制其认证仅与符合相关认证要求有关，而不与认证范围之外的任何其他产品、特性或操作有关。
- 8.3 组织应确保该组织在公开场合使用Preferred by Nature、认证方案所有者或认可机构的名称、标志或商标时，应事先经

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 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;

Preferred by Nature、认证方案所有者或认可机构按照认证要求，应事先由 Preferred by Nature 审查和书面批准。在适用的情况下，组织对 Preferred by Nature 印章的任何使用或其任何变更均应遵守与该组织的认证范围相关的附录中规定的许可条款。

- 8.4 本组织承认Preferred by Nature的知识产权，所有者和认证机构的认证方案,他们将继续保留完整的知识产权和所有权,应被视为构成对该组织使用或使用造成的任何知识产权属于Preferred by Nature，认证计划所有者和认可机构，除非本协议另有规定。

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

9. 保密和公开信息

- 9.1 在本协议中，保密信息应包括一方在本协议有效期内或在本协议准备期间以任何形式提供的任何信息。保密信息可能包括但不限于技术、业务、行政、经济、商业或财务信息，以及数据、商业秘密、客户、供应商、合作伙伴、知识产权、专有技术、工艺、战略、设计、方法、照片、图纸、软件、发明、专利以及与执行本协议有关的全部或部分具有机密性质的任何其他信息。

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

- a) 认证项目所有者或认可机构要求公开这些信息；

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| <p>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;</p> <p>c) such information is publicly available without any violation of this Agreement by the receiving Party; or</p> <p>d) the information was available to the 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,</p> | <p>b) 法律或司法、政府或监管机构要求披露，在此类情况下，除非法律禁止，否则接收方应将披露的信息通知披露方；</p> <p>c) 该等信息由接收方在不违反本协议的情况下公开获得；</p> <p>d) 在提供方披露该信息之前，接收方可在非保密的基础上获得该等信息；或</p> <p>9.3 尽管有上述规定：</p> <p>a) 如果认证要求有要求，Preferred by Nature可以向认证计划所有者或认可机构提供访问本组织机密信息的权限；</p> <p>b) 根据认证要求，Preferred by Nature可提供组织审核报告的公开摘要，Preferred by Nature或认证计划所有者可全部或部分披露或发布该摘要信息；和</p> <p>c) Preferred by Nature及认证计划所有者有权在其网站上列出获认证机构及公布证书。</p> <p>9.4 组织同意Preferred by Nature的指定人员，以及认证计划所有者和认可机构的人员和授权代表，有权接触机密信息、审核报告、及本组织为评估本组织是否符合认证要求而进行优选性质认证或该组织认证所需的其他有关资料。这可能包括上述人员或授权代表陪同Preferred by Nature指定人员进行审核。Preferred by Nature保留要求提供其他支持信息的权利，如形状文件和照片。</p> <p>9.5 只要有必要为Preferred by Nature或认证方案业主履行本协议义务，Preferred by Nature和认证项目所有者有权组织和授权过</p> |
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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.

程的个人和业务数据依照任何适用的数据保护法律。

10. Limitation of liability and indemnification

10. 责任限制和赔偿

- 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:
- a) manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
 - b) marketing, advertising or promotion of its certified product, enterprise or operation; or
 - c) failure to comply with the terms and conditions of the certification hereunder.
- 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.
- 10.4 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

- 10.1 组织同意，对于直接或间接由组织自身造成的任何损害，Preferred by Nature不对组织、组织的任何客户或任何其他个人或实体承担责任：
- a) 认证范围内产品的制造、使用、销售、广告、推广、经销、采伐、迁移、加工、运输或其他处置；
 - b) 对其认证产品、企业或经营进行营销、广告或推广；或
 - c) 未能遵守认证的条款和条件。
- 10.2 Preferred by Nature对组织不承担任何责任，除非是由于Preferred by Nature自己的严重疏忽/故意或蓄意行为所引起的行动或索赔。在任何情况下，Preferred by Nature均不对该组织、任何组织客户或任何其他个人或实体因本协议而引起的或与本协议有关的任何间接、附带、后果性或惩罚性损害赔偿承担责任。组织同意不对Preferred by Nature采取任何法律行动，不向Preferred by Nature提出任何形式的赔偿要求，也不要求Preferred by Nature以任何方式对任何损失或后果的终止或暂停证书按照本协议的条款。
- 10.3 在任何情况下，对于因本协议引起的或与本协议有关的任何一个事件或一系列相关事件，Preferred by Nature对该组织的全部赔偿责任不得超出于该组织根据本协议向Preferred by Nature支付的年度总费用。
- 10.4 组织同意为Preferred by Nature及其管理人员、董事、代理人 and 员工辩护、赔偿并使其免受与本协议或本协议项下认证相关的所

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.

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

有损害, 包括但不限于(a)包括但不限于任何由于认证范围内的制造、使用、销售、广告、促销、分销、砍伐、移除、加工、运输或其他处置认证范围内的产品造成的人身伤害、财产损失、产品责任或其他索赔: 包括但不限于产品责任索赔; 或(b)因组织未能遵守本协议或本协议项下认证的条款和条件而直接或间接产生的任何索赔, 由于Preferred by Nature的重大过失或故意不当行为造成的损失除外。

- 10.5 如果因证书持有者不符合认证要求而造成损失, 则应推定 Preferred by Nature没有重大过失。
- 10.6 任何一方如因不可抗力而未能履行本协议规定的义务, 或因不可抗力在本协议签订时无法合理预见且其后果无法预防而无法履行义务, 则免除该方在本协议项下的责任。不可抗力情况应包括但不限于: 火灾、风暴、洪水、地震或其他自然灾害、爆炸、恐怖活动、战争、叛乱、暴动、叛乱、破坏、流行病、检疫限制、劳工纠纷、禁运和任何政府的行为, 包括任何政府未能批准的进出口执照或许可证。缺乏财政资源不应被视为不可抗力。

11. 期限和终止

- 11.1 本协议在双方签字后生效。除非根据本协议第 11 条的规定提前终止, 否则协议将在最后剩余的证书终止或到期后或一旦确定组织将不会获得认证后自动终止。如果最后一份证书在可能续签时过期, 本协议将自动延长至多(4)个月。

- up to four (4) months.
- 11.2 This Agreement may be terminated by any of the following:
- a) mutual agreement of the Parties;
 - b) Organisation with thirty (30) days' written notice;
 - c) Preferred by Nature with ninety (90) days' written notice;
 - d) Preferred by Nature, if Organisation breaches any of its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
 - e) either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
 - f) Preferred by Nature, 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;
 - g) Preferred by Nature, in accordance with the process and timelines defined in the Certification Requirements;
 - h) 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
 - 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
- 11.2 本协议可由下列任何一项终止:
- a) 双方共同商定;
 - b) 组织, 有三十(30)天的书面通知;
 - c) Preferred by Nature与九十(90)天的书面通知;
 - d) Preferred by Nature, 如果组织违反其在本协议下的任何义务, 并且未能在 Preferred by Nature定义的时间段内纠正任何违约行为;
 - e) 如果另一方违反本协议规定的保密义务, 任何一方立即采取行动;
 - f) 如果组织在 Preferred by Nature 的唯一意见中违反了 Preferred by Nature 的协会政策的原则, 并且在可能的情况下, 在 Preferred by Nature 通知组织后的规定时间内未能采取纠正措施, 则立即以书面形式组织此类违规行为;
 - g) Preferred by Nature根据认证要求中规定的过程和期限;
 - h) 如果组织违反第4.1 j)条, 未遵循争议解决政策而升级与 Preferred by Nature 的冲突, Preferred by Nature 应立即予以处理; 或
 - i) 如果 Preferred by Nature认为该组织从事非法、不道德、欺骗、欺诈、不合作行为, 实施胁迫或贿赂行为, 或对事实有重大虚假陈述, 或Preferred by Nature认为该组织的活动或行为诋毁或损害了Preferred by Nature或认证计划所有者的声誉, Preferred by Nature应立即予以处罚。
- 11.3 组织理解并承认, 本协议终止后, 根据本协议向组织颁发的所有证书也将终止。
- 11.4 本协议终止后, 各方的权利和特权应立即终止, 组织或Preferred by Nature不承担任何

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 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.

何责任或义务，第5条、第7.2条、第9.1条、第9.2条、第10条中的所有条款规定、第12.2条和第12.3条的除外，这些条款应在本协议终止后继续有效。

12. 其他

- 12.1 本协议取代并取代双方之前就此处包含的主题达成的所有协议。
- 12.2 本协议受爱沙尼亚法律管辖，不考虑任何法律冲突原则。
- 12.3 如果因本协议引起或与本协议有关的任何争议，双方应首先通过相互协商友好解决，但如果未能解决，则应将争议提交爱沙尼亚法院，该法院具有排他性管辖权。
- 12.4 由于认可机构要求、认证要求或Preferred by Nature程序的变更，Preferred by Nature可能会不时修改本协议。任何此类修改应在生效前至少九十(90)天以书面形式提供本组织。如果本组织反对任何变更，组织有权在三十(30)天内向Preferred by Nature发出书面通知终止协议。对本协议的任何其他修改，均须经双方书面同意并签署。
- 12.5 如果本协议的任何一项或多项条款在任何方面无效、非法或不可执行，则本协议其余条款的有效性、合法性或可执行性不受影响，并应以合适和公平的条款替代，以便在有效和可执行的范围内执行该等无效或不可执行条款的意图和目的。
- 12.6 本协议项下任何权利的转让或职责的委托，必须至少提前九十(90)天以书面形式通知另一方。本协议对双方的继承人和受让人具有约束力。

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

12.7 本协议一式多份。传真、电子邮件和其他电子签名与原件具有同等效力和约束力。

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

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

	On behalf of Preferred by Nature OÜ / Preferred by Nature OÜ 代表	On behalf of Organisation / 组织代表
Name / 姓名		
Title / 职务		
Date / 日期		
Signature / 签名		

Appendix for Bonsucro

This appendix contains terms and conditions that are only applicable to organisations that are a Bonsucro 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. Terms

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

Action Plan – refers to a summary of intended steps to be taken to rectify a non-conformity.

Audit Report – refers to a report on the outcome of an audit by a certification body to its client. It includes the Calculator and Certificate (if applicable).

Bonsucro Standards – refers to the document that provides, for common and repeated use, rules, guidelines or characteristics for products or related processes and production methods of Bonsucro, with which compliance is not mandatory.

The Bonsucro Standards are: 1) Bonsucro Production Standard, including EU RED; and 2) Bonsucro Mass Balance Chain of Custody Standard, including EU RED.

Calculator – refers to a document provided by Bonsucro for use by certification bodies during audits of mills to assess compliance against the Bonsucro Production Standard.

Checklist – refers to a simplified form of the relevant standard against which an auditor can record audit findings.

Mass Balance – refers to a system for administratively monitoring the inputs and outputs of certified material/product throughout the supply chain.

Sugarcane-Derived Product – includes among others sugar, ethanol, bagasse and molasses.

2. Obligations of Preferred by Nature

- 2.1 Preferred by Nature shall advise Bonsucro of the establishment of the Agreement.

Bonsucro 附录

本附录包含的条款和条件仅适用于 Bonsucro 申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分有冲突或不一致之处，应以本附录的条款为准。

1. 条款

- 1.1 在本附录中，以下术语的含义如下：

行动计划 – 指为纠正不符合项而拟采取的步骤的总结。

审核报告 – 指认证机构向客户提交的审核结果报告。包括计算器和证书（如适用）。

Bonsucro标准 – 是指为Bonsucro产品或相关流程和生产方法提供通用和重复使用的规则、指南或特性的文件，遵守这些规则、指南或特性不是强制性的。

Bonsucro标准包括：1) Bonsucro生产标准，包括EU RED；以及 2) Bonsucro混合模式产销供应链标准，包括EU RED。

计算器 – 指由Bonsucro提供的一份文件，供认证机构在审核工厂时使用，以评估是否符合 Bonsucro生产标准。

核对表 – 是指相关标准的简化格式，审核员可根据该格式记录审核发现。

混合模式 – 指在整个供应链中对认证材料/产品的输入和输出进行行政监测的系统。

甘蔗衍生产品 – 包括糖、乙醇、甘蔗渣和糖蜜等。

2. Preferred by Nature 的义务

- 2.1 Preferred by Nature应告知Bonsucro协议的订立。

3. Obligations of Organisation

3.1 The Organisation agrees to

- a) 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 information, including confidential information, deemed relevant to establish compliance of the Organisation with relevant Bonsucro Standards. This information may include the Certificate, Certificate annexes, Audit Reports and past Auditing Reports, including from other schemes, Checklists, Action Plans, Calculators, Mass Balance data, and any other information relating to their certification; and
- b) maintain all documentation related to their certification for a period of at least five (5) years or longer if mandatory according to prevailing laws and regulations.

3.2 The Organisation acknowledges that Bonsucro may request product and certification information to assist in product tracebacks or supply chain reconciliations.

4. Certificate Termination and Suspension

4.1 Upon Termination of the Certificate because of non-compliance with the core criteria set out in the Bonsucro Standards, the Organisation:

- a) shall agree to immediately cease usage of any claims, labelling or advertising in relation to its certification and certified status, and cease selling any remaining Sugarcane-Derived Products as Bonsucro certified; and
- b) acknowledges that a full re-audit shall be required if it wishes to be certified.

5. Certification claims and trademark usage

5.1 The Organisation shall not make public claims relating to compliance of sugarcane and all Sugarcane Derived Products with the Bonsucro Standard(s) without valid certification.

3. 组织的义务

3.1 该组织同意:

- a) 向Preferred by Nature、认证计划所有者或认可机构人员或授权代表提供完整、真实和准确的信息和文件, 包括但不限于: 任何被认为与确定该组织是否遵守相关Bonsucro标准有关的信息, 包括机密信息。这些信息可能包括证书、证书附件、审核报告和以往的审核报告(包括来自其他计划的报告)、核对表、行动计划、计算器、混合模式数据以及与其认证有关的任何其他信息; 以及

- b) 保留与认证相关的所有文件至少五(5)年, 或根据现行法律法规的规定保存更长时间。

3.2 该组织承认, Bonsucro可能会要求提供产品和认证信息, 以协助产品追溯或供应链核对。

4. 证书终止和暂停

4.1 由于不符合Bonsucro标准规定的核心标准而被终止, 组织应:

- a) 应同意立即停止使用与其认证和认证状态有关的任何声明、标签或广告, 并停止销售任何剩余的经Bonsucro认证的甘蔗衍生产品; 以及
- b) 承认如果希望获得认证, 则需要进行全面的重新审核。

5. 认证声明和商标使用

5.1 未经有效认证, 该组织不得公开声称甘蔗和所有甘蔗衍生产品符合Bonsucro标准。

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 EU Timber Regulation and delegated regulations applicable in relation to its role

Preferred by Nature 作为监督机构的附录

本附录包含的条款和条件仅适用于根据欧盟木材法案申请使用或正在使用 Preferred by Nature 作为监督机构的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。

1. 条款

- 1.1 在本附录中，以下术语含义如下：

主管部门 – 指欧盟(EU)各成员国负责执行欧盟木材法案的国家指定当局。

欧盟木材法案 – 指2010年10月20日欧洲议会和欧盟理事会通过的No 995/2010号法案(EU)，该法案规定了将木材和木材产品投放市场的经营者的义务，以及其他适用的委托法案。

监督组织 – 指Preferred by Nature，该机构已获得欧盟委员会(EC)的认可，可根据欧盟木材法案作为监督组织正式运作。监督组织的职责是提供和验证尽职调查系统的实施情况，以满足欧盟995/2010法案的要求。该组织符合Preferred by Nature LegalSource™认证要求是使用Preferred by Nature作为监督组织的先决条件。

2. Preferred by Nature 的义务

- 2.1 Preferred by Nature有义务履行欧盟木材法案和适用于其作为监督组织的授权条例所规定的所有相关法律义务。

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.

- 2.2 如果该组织未能正确使用其尽职调查系统，Preferred by Nature有义务采取适当行动，包括在该组织严重或反复未能尽职调查的情况下通知主管当局。

3. 组织的义务

- 3.1 组织同意遵守欧盟木材法案规定的经营者的所有适用义务。

4. 保密和公共信息

- 4.1 该组织知晓并同意Preferred by Nature有权在欧盟委员会和主管当局提出要求时与之分享审计报告和其他相关信息。

5. 责任限制和赔偿

- 5.1 该组织认识到，该组织对自己遵守欧盟木材法案以及欧盟和欧盟成员国的任何相关立法负有全部责任。
- 5.2 对于公共当局或其他各方因本组织涉嫌或确认违反欧盟木材法案以及欧盟和欧盟成员国的任何立法而向该组织提出的任何索赔或损害赔偿，Preferred by Nature不承担责任。

Appendix for Preferred by Nature Certification

This appendix contains terms and conditions that are only applicable to organisations that are a Preferred by Nature Certification 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. Certification claims and trademark usage

1.1 An organisation verified as conforming to all the applicable Preferred by Nature Certification Requirements may use the Preferred by Nature Seal (the "Seal") in connection with the sale, marketing, advertising or distribution of Preferred by Nature Certification certified products within the Certification Scope as certified by Preferred by Nature ("Preferred by Nature Certified 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 Certified Product when and as long as Organisation holds a valid Certificate and in relation to the products that are covered by the Certification Scope of the valid 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 or language about or references to Preferred by Nature and all uses of the Seal on Preferred by Nature Certified



Preferred by Nature 认证附录

本附录包含的条款和条件仅适用于 Preferred by Nature 认证申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。

1. 认证声明和商标使用

1.1 经核实符合 Preferred by Nature 认证要求的组织可根据协议的条款和条件，在销售、营销、宣传或分销在 Preferred by Nature 认证范围内的 Preferred by Nature 认证的产品 ("Preferred by Nature 认证产品") 时使用 Preferred by Nature 认证印章 ("印章")，并遵守以下规定：

- a) 在此，Preferred by Nature 授予组织一项不可转让的、非排他性的许可，只要组织持有有效证书，并就有有效的 Preferred by Nature 认证证书的认证范围所涵盖的产品，复制该印章(如图所示并由 Preferred by Nature 提供给组织)。
- b) 组织只可在事先由 Preferred by Nature 审查和书面批准的情况下使用印章，并且组织不得以任何方式更改该印章。组织应在出版或任何其他用途之前，将所有有关 Preferred by Nature 的声明、陈述、公开声明或语言，或提及 Preferred by Nature，以及所有在 Preferred by Nature 认证产品上使用印章，提交 Preferred by Nature 批准。一旦



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 Certification Scope and the Preferred by Nature Certified Product, enterprises or operations included in the Certification Scope. Organisation shall restrict its representations of certification to relate only to conformance to the Certification Requirements and will not represent certification in relation to any other characteristics. Organisation shall not make verification claims in the sale, marketing, advertising, promotion or distribution, or misrepresent the certification status, of Preferred by Nature Certified Product, enterprises or operations that are not included in the Certification 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 Certified 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 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

Preferred by Nature批准了任何此类用途，在未获得 Preferred by Nature的书面批准前，组织不得对此类用途进行任何更改。

- c) 组织同意遵守 Preferred by Nature印章使用政策（该政策可能会不时修订），并支付印章使用政策中规定的任何相关费用（如适用）。
- d) 组织同意准确、公正地表述其证书类型、其认证范围以及认证范围内的Preferred by Nature认证产品、企业或业务。组织对验证的表述应仅限于符合认证要求，不得表述与任何其他特性有关的验证。组织不得在销售、营销、广告、推广或分销中对不包括在认证范围内的Preferred by Nature认证产品、企业或业务时作出验证声明，或歪曲认证状态。
- e) 本印章的所有使用均应具有高质量，以保持 Preferred by Nature的声誉，并应遵守 Preferred by Nature不时修订的标准和要求。组织同意其不会以与Preferred by Nature的目标和宗旨及其使命不一致的方式制造、安排他人制造、营销、推广、销售或分销Preferred by Nature认证产品或该印章的使用。组织应维护Preferred by Nature的高标准和声誉，不得以诋毁 Preferred by Nature或违背其价值的方式使用该印章。

- f) 该组织不得：
 - i. 将本印章"与其他商标或任何字符、文字、名称、图像或符号结合使用，以创建复合商标，或以其他方式在本

- 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, certification 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 inure 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 certification or verification programs in any country, state or other jurisdiction. Organisation will not 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
- 印章与其他商标、字符、文字、名称、图像或符号之间创建关联。
- ii. 使用与本印章实质相同或具有欺骗性相似的任何标志，无论是作为商标还是其他标志。
- g) 该组织承认并同意，Preferred by Nature 是该印章或其他由Preferred by Nature拥有的任何商标、服务标志、认证标志、标识或其他专有名称("标志")的独家所有者。该组织同意其不会做出任何与该等所有权不一致的行为，并同意该组织对该等标志的所有使用应确保符合Preferred by Nature的利益。该组织同意，本协议中的任何规定均不赋予该组织对标志的任何权利、所有权或利益，但根据本协议使用印章的权利除外。该组织不应以任何方式表示其对商标或其任何注册拥有任何所有权利益，并在此放弃和放弃根据任何国家、州或其他司法管辖区的法律可能产生的对商标或其变体的任何所有权利或利益。该组织不得在任何国家、州或其他司法管辖区注册或试图注册标志或任何类似标志来指定任何商品、服务或验证程序。该组织不得直接或间接地挑战、损害或以其他方式挑战Preferred by Nature对标志的权利、所有权或利益。该组织不得侵犯或协助侵犯源自标志的任何权利。应Preferred by Nature的要求，该组织应签署并向Preferred by Nature交付任何和所有文件，并采取Preferred by Nature认为必要或适当的所有其他行为和事项，以使本协议中有关印章所有权或注册的条款充分生效或实施或执行。

Agreement relating to the ownership or registration of the Seal.

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| <p>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.</p> <p>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.</p> <p>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.</p> <p>k) The license to reproduce the Seal is specific to Preferred by Nature Certified Product and shall only become effective upon Organisation's receipt of Preferred by Nature Certification from Preferred by Nature with respect to such applicable Certification Scope.</p> <p>l) In the event any conduct or omission by the Organisation in using the Seal or the Marks, in the 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 certification of the Organisation pursuant to section 7 of the Agreement until such time as the Organisation has remedied the breach.</p> <p>m) The Organisation's right to use the Seal ceases automatically in case the Preferred by Nature Certification program Certificate issued to the</p> | <p>h) 未经Preferred by Nature事先书面批准, 该组织不得将其在本协议项下复制印章的许可出售、转让、转许可或以其他方式转让给任何第三方。</p> <p>i) 如果组织注意到任何可能被合理地解释为构成对印章或任何标志的未经授权使用、侵权或稀释印章或任何标志的活动, 则组织应立即通知Preferred by Nature。</p> <p>j) 对于任何未经授权使用、侵犯或稀释印章和标志的行为, Preferred by Nature有权采取或决定是否采取其认为适当的任何行动。组织同意与Preferred by Nature充分合作, 以采取任何此类行动。</p> <p>k) 复制该印章的许可仅适用于经Preferred by Nature认证产品, 且仅在组织收到针对该适用认证范围提供的Preferred by Nature认证后生效。</p> <p>l) 如果该组织在使用印章或标志方面的任何行为或遗漏, 经Preferred by Nature合理认为违反了本许可条款的任何规定, Preferred by Nature可自行决定采取下列一项或多项行动: (i)要求该组织改变或停止此类行为, 或纠正此类遗漏, 或从流通中撤回Preferred by Nature合理地认为违反许可条件的任何材料; (ii)根据本协议第7条暂停该组织的资格, 直到该组织纠正了违约行为为止。</p> <p>m) 如果颁发给该组织的Preferred by Nature认证证书被暂停或终止, 该组织使用印章的权利自动终止。</p> |
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- 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 Preferred by Nature Certification Requirements.
- n) 如果该组织不符合Preferred by Nature认证要求，Preferred by Nature保留随时撤销该组织印章使用资格的权利。

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.

PEFC 认证附录

本附录包含的条款和条件仅适用于森林认证认可计划 ("PEFC") 申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。

1. 保密和公共信息

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

Appendix for Rainforest Alliance Sustainable Agriculture

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.

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.

雨林联盟可持续农业附录

本附录包含的条款和条件仅适用于雨林联盟可持续农业申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。本附录和本协定中雨林联盟要求的所有条款均受适用法律的约束。

1. 组织的义务

1.1 该组织同意：

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

2. 证书终止和暂停

- 2.1 证书暂停或终止后，该组织应立即同意：
 - a) 遵守认证要求中定义的抛售要求。

- i. Cease to make any use of any trademark of the Rainforest Alliance to sell any previously labelled product unless such trademark is removed, and/or to make any claims that imply that such product, Organisation's enterprise or Organisation, conforms to the applicable standards.
 - ii. At the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of the Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to-business communications, once required by the Certification Requirements.
- 2.2 Notwithstanding the foregoing, for a period beginning on the effective date of Suspension or Termination of the Certificate and ending on the date that is six (6) months from the Suspension or Termination date, the Organisation may sell certified product in accordance with the Rainforest Alliance Supply Chain Policy and applicable Certification Requirements and policies, which may be amended from time to time.
- 2.3 If Preferred by Nature decides not to certify or Terminates or Suspends a Certificate, the Organisation may not change its certification body until the next certification audit and cycle after the certification decision was made.

3. Certification claims and trademark usage

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

- i. 除非删除任何以前标记的产品，否则停止使用雨林联盟的任何商标销售任何以前标有的产品，并/或提出任何暗示此类产品（该组织的企业或组织）符合适用标准的主张。
- ii. 自费将雨林联盟的所有名称、首字母缩写、徽标、认证标志或其他商标从其产品中删除（或在无法删除的情况下，召回任何此类产品）、文件、广告和/或营销材料、物理或电子宣传材料或媒体、宣传册或网页、标志或其他文件以及企业对企业的通信，一旦认证要求要求。

2.2 尽管有前述，在证书暂停或终止生效之日开始，到暂停或终止日期为六(6)个月结束的期间内，本组织可以根据雨林联盟供应链政策和适用的认证要求和政策销售认证产品，这些要求和政策可能会不时修改。

2.3 如果Preferred by Nature决定不认证、终止或暂停证书，则组织在下次认证审核和认证决定后的周期之前不得更改其认证机构。

3. 认证声明和商标使用

3.1 本组织承认，除根据该组织与雨林联盟之间签订的有效书面许可协议（包括雨林联盟事先书面批准用于任何用途）的条款外，不得使用雨林联盟认证™认证标志，并同意遵守雨林联盟网站上公布的雨林联盟商标使用要求和准则。

3.2 本组织同意，其就雨林联盟、认证产品、雨林联盟标准认证范围或与雨林联盟的合作或支持所作的任何陈述均应公平准确。组织应将其关于认证产品认证的陈述限制为适用的雨林联盟2020标准（或随后的雨林联盟标准），而不是不包括在组织证书范围内的产品、产品

Rainforest Alliance 2020 Standard (or subsequent Rainforest Alliance standards) and not with respect to products, product characteristics or agricultural operations not included within the scope of the Certificate of the Organisation that covers the certified product. The Organisation agrees that it will not use any Rainforest Alliance trademarks or make claims, representations, public statements or use language about or references to the Rainforest Alliance in connection with the direct or indirect sale, marketing or advertising of products that are not certified products except as specifically permitted in a license agreement with the Rainforest Alliance.

- 3.3 The Organisation shall not use the name, certification mark, logos or other trademarks of the Rainforest Alliance except as permitted in a licensing agreement with the Rainforest Alliance. The Organisation shall fully cooperate with the Rainforest Alliance and Preferred by Nature with respect to any unauthorised use, infringement, or dilution of the trademarks or other intellectual property rights of the Rainforest Alliance.

4. Confidentiality and public information

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

特性或农业经营涵盖认证产品。本组织同意，不会在非认证产品的直接或间接销售、营销或广告中使用任何雨林联盟商标，也不会对雨林联盟进行声明、陈述、公开声明或使用语言或提及雨林联盟，除非在与雨林联盟的许可协议中特别允许。

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

4. 保密和公共信息

- 4.1 同意遵守雨林联盟在与雨林联盟的许可协议中规定的透明度和保密性要求。
- 4.2 只要保持隔离，雨林联盟有权在从该农场或集团销售认证产品的交易证书上显示组织名称，贯穿整个供应链到认证产品的最终销售商。
- 4.3 雨林联盟有权在组织或其网站之一签发的交易证书上显示组织名称。

5. 期限和终止

- 5.1 本协议可由：
- a) 如果Preferred by Nature对认证机构的授权被暂停或取消，则Preferred by Nature会优先选择九十(90)天的书面通知。

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.

RBP 附录

本附录包含的条款和条件仅适用于负责任生物质计划 ("RBP") 申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。

1. Preferred by Nature 的义务

- 1.1 Preferred by Natur 是经 Bekendtgørelse om Håndbog om opfyldelse af bæredygtighedskrav og krav til besparelse af drivhusgasemissioner for biomassebrændsler til energiformål (HB 2021) 批准的认可验证机构。
- 1.2 由 Preferred by Nature 提供的 RBP 验证遵循 1.1 中提到的丹麦生物质立法。

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.

可持续棕榈油 RSPO 附录

本附录包含的条款和条件仅适用于 RSPO 申请者或证书持有者。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。

1. Preferred by Nature 的义务

- 1.1 如果 Preferred by Nature 的 RSPO 认证范围减少、中止或终止，组织的 RSPO 证书将一直有效到下一个年度审核日期。如果 Preferred by Nature 的 RSPO 认证在组织下一年度审核日期后的四(4)个月内暂停或终止，则 RSPO 将自证书到期之日起延长三(3)个月。Preferred by Nature 将在状态发生变化后的十四(14)天内通知组织，并将遵守认证机构和 RSPO 将证书转让给另一个认可认证机构的要求。如果在暂停或终止日期之前进行审核，但认证过程尚未完成，则 RSPO 秘书处将与认证机构一起决定该流程的继续。

2. 期限和终止

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

Appendix for Sustainable Biomass Program (SBP)

This appendix contains terms and conditions that are only applicable to organisations that are 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.

可持续生物质计划 SBP 附录

本附录包含的条款和条件仅适用于 SBP 申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附录与本协议其他部分存在冲突或不一致，应以本附录的条款为准。

1. 组织的义务

- 1.1 该组织同意：
- 向Preferred by Nature、认证计划所有者或认可机构人员或授权代表提供完整、真实和准确的信息和文件，包括但不限于：任何供应基础报告；Preferred by Nature公开摘要报告；SBP要求用于温室气体计算和监管报告的数据；以及SBP要求向本组织的购买者/客户提供每批生物质供应或销售的任何数据。

2. 保密和公共信息

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

Appendix for Sustainable Forestry Initiative (SFI)

This appendix contains terms and conditions that are only applicable to organisations that are a Sustainable Forestry Initiative ("SFI") 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. Certification claims and trademark usage

- 1.1 Preferred by Nature shall exercise the control as specified by the Certification Scheme Owner of the ownership, use and display of licenses, Certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
- 1.2 Organisation shall acquire approval from the SFI Office of Label Use and Licensing for use of SFI on-product labels and off-product marks and comply with SFI Rules for Use of SFI On-Product Labels and Off-Product Marks.
- 1.3 Incorrect references to the Certification Scheme, or misleading use of licenses, Certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action.

SFI 附录

本附录包含的条款和条件仅适用于 SFI 申请者或证书持有者的组织。这些特定条款和条件是本协议所有其他适用条款和条件的补充。如本附存在与本协议其他部分有冲突或不一致，应以本附录的条款为准。

1. 认证声明和商标使用

- 1.1 Preferred by Nature 应按照认证方案所有者的规定，对许可证、证书、合格标志以及表明产品已获得认证的任何其他机制的所有权、使用和展示行使控制。
- 1.2 组织应获得 SFI 标签使用和许可办公室对使用 SFI 产品标签和非产品标志的批准，并遵守 SFI 产品标签和非产品标志使用规则。
- 1.3 在文件或其他宣传中发现不正确地引用认证计划，或误导使用许可证、证书、标志或任何其他表明产品已认证的机制，应采取适当行动予以处理。