

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

認證協定

此份認證協定 (以下簡稱協定) 是由以下雙方共同簽署:

Preferred by Nature OÜ 一家設立在愛沙尼亞的有限責任公司; 營業執照號碼: 1083564; 增值稅號: EE100736494; 地址: Filosoofi 31, Tartu, Estonia (Preferred by Nature)

和

Full legal name of the client ("以下簡稱組織"); 組織位址: Click here to enter text。

Preferred by Nature和組織統稱為當事方, 並且其中某一方可能單獨稱為當事方。

1. 條款

- 1.1 本協定中使用的這些術語在著重標識時具有如下含義:

認可機構 – 指任何對Preferred by Nature作為認證機構進行認可或批准的權威機構或協力廠商機構。

協定 – 指本協定, 包括本協定附錄、本協定中包含或提及的任何檔以及雙方修改、變更或替換本協議的任何檔。

審核計畫 – 指Preferred by Nature向組織提供的檔, 確保組織計畫和準備相應的審核活動。審核計畫詳細說明了審核持續時間、審核地點、審核標準、審核組成員、審核日程和其他相關資訊。

證書 – 指在認證決定確定後, 證明組織已獲得認證的正式檔。證書的有效性和範圍見第6條。

認證要求 – 指適用於組織認證的政策、標準、程式檔、指令和任何其他規範性檔。所有規範性檔的現行版本均可在 Preferred by Nature 和/或相關的認證專案有者的網站上找到。Preferred by Nature 還保留服務資訊表, 其中包括與特定

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.

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

認證和驗證服務相關的附加條件和資訊，詳情請流覽 www.preferredbynature.org。

認證專案所有者 – 指負責為Preferred by Nature提供的認證服務開發和維護認證計畫的組織。Preferred by Nature為這些計畫或專案提供認證和驗證服務。Preferred by Nature提供的相關認證和驗證服務，由協力廠商認可機構認可或認同，就某些服務而言，“Preferred by Nature”是“認證計畫所有者”。

認證範圍 – 定義與組織活動、場所、過程和產品相關的認證邊界和範圍。組織證書的範圍詳見 Preferred by Nature 編制的最新審核報告，或在 Preferred by Nature 網站或認證專案所有者的網站上。

Preferred by Nature – 指的是Preferred by Nature OÜ，是更大的Preferred by Nature 組織（以前稱為NEPCon）中的一個獨立法人實體，持有認可機構的認證，並根據既定的標準和計畫提供認證、驗證和審核服務來管理客戶。Preferred by Nature OÜ是非營利性組織 Preferred by Nature F.M.B.A.的全資子公司，在丹麥註冊，註冊號為18044633。與本協議相關的發票可由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。

專案計畫書 – 指由Preferred by Nature提供並經組織簽署和接受的、規定服務的認證範圍和報價的書面檔。專案計畫書以及為反映服務範圍或成本的變化而對專案計畫書所做的任何更改均通過引用納入本協議。

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.

暫停(證書) – 指根據認證要求，證書暫時暫停有效性的情況。

終止(證書) – 指證書被永久撤銷的情況。終止可以是自願的（組織要求）或 Preferred by Nature 發起。

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

2. 一般情況

- 2.1 對於本協議，認證也可以是驗證，認證也可以是驗證，以涵蓋認證和驗證服務。
- 2.2 Preferred by Nature 採用並實施了若干政策，包括以下政策，這些政策可能會不時修訂，詳情請查閱 www.preferredbynature.org
- a) **反腐敗政策** 制定控制措施，以確保工作人員的行為合法和合乎道德。Preferred by Nature 對腐敗、欺詐和賄賂(包括接受與本協定項下服務相關的現金禮物的人員)採取零容忍態度；
 - b) **公正性政策** 規定了利益衝突，以及在所有認證活動中為保障 Preferred by Nature 公正性而採取的措施；
 - c) **保密政策** 保障任何適用組織資訊的保密性；
 - d) **爭議解決政策** 描述了 Preferred by Nature 處理任何爭議的方式，包括組織（和任何其他利益相關方）向 Preferred by Nature 提交的任何上訴或投訴，並描述了解決這些爭議的程式；以及
 - e) **結社政策** 確保 Preferred by Nature 保留與任何違反以上政策原則的組織脫離關係的權利。

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.

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:

- 2.3 Preferred by Nature在 www.preferredbynature.org 網站上保存有關其管理、組織架構、活動和做認證決定負責人的相關資訊。

3. Preferred by Nature 的義務

- 3.1 Preferred by Nature同意：
- a) 保持必要的系統、維持人員能力和資格，以便根據所提供的認證服務進行審核活動；
 - b) 保持所需的授權或認可，以執行相關的認證服務；
 - c) Preferred by Nature公開提供的認證服務資訊和Preferred by Nature政策資訊，所有資訊可在 www.preferredbynature.org 上查閱；
 - d) 根據建議書和認證要求進行審核，準備並向客戶提交審核報告，該報告構成簽發、維護、暫停或終止證書決定的基礎。組織將有機會在做出決定之前對報告進行審查並提出意見；以及
 - e) 通過認證專案所有者指定的公共資料庫或 Preferred by Nature的網站或兩者都可以，公開獲取有關組織認證狀態和認證範圍的資訊。

- 3.2 如果Preferred by Nature的認可範圍減少、暫停或終止，Preferred by Nature將在認證狀態發生變化的三十(30)天內通知組織，並按照認證要求將證書轉讓給其他認可認證機構。

4. 組織的義務

- 4.1 組織同意：

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| <p>a) disclose any current or previous applications for similar types of certification or certifications held within the last five (5) years;</p> <p>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;</p> <p>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;</p> <p>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</p> | <p>a) 披露最近五(5)年內持有的類似認證認證申請；</p> <p>b) 符合所有可隨時修訂的適用認證要求，並在規定的時間內符合認證要求的修訂版本。如果認證適用於正在進行的生產，組織同意確保認證產品繼續滿足產品要求。如果本協定與認證要求不一致，組織同意並承認以認證要求的規定為準；</p> <p>c) 與Preferred by Nature或認證項目所有者或認可機構（如適用）合作，做出任何必要安排，以安排和進行審核，並作出相應安排以便觀察員參與（如適用）；</p> <p>d) 只要有涉及評估和驗證組織是否符合認證要求的必要，組織需向Preferred by Nature、認證專案所有者或認可機構人員或授權代表提供完整、真實和準確的資訊和檔，以及使用該組織的任何設施、人員和分包商的許可權。並在評估和核實該組織是否符合認證要求的情況下，向Preferred by Nature 和認證計畫所有者提供使用和處理與該組織有關或該組織提供的任何資訊的權利。即使沒有得到Preferred by Nature的明確要求，組織也將向Preferred by Nature披露所有可以合理預期的相關事實和情況，以評估組織對認證要求的遵守情況。本組織同意，如果本組織不按照認證要求與審核合作，Preferred by Nature可停止審核過程；</p> |
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- collaborate with the audit as required in the Certification Requirements;
- e) undergo surveillance audits, as determined by Preferred by Nature. The details of the surveillance audits, including audit duration, location, and audit team composition, are in individual Audit Plans, which are provided to the Organisation in advance of each audit;
 - f) acknowledge that Preferred by Nature, Accreditation Body and/or Certification Scheme Owner reserve the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance with the Certification Requirements and/or protect the integrity of Preferred by Nature's reputation and its related trademarks and logos, as well as the reputation of the Certification Scheme Owner and its related trademarks and logos. The Organisation agrees to cooperate with Preferred by Nature, Accreditation Body and/or Certification Scheme Owner to facilitate such visits and to disclose all information required to conduct the evaluation;
 - g) address any non-conformities identified by Preferred by Nature or other parties (such as Accreditation Bodies) in relation to the Certification Requirements within the timeframes specified and in an appropriate manner and to make related evidence accessible to Preferred by Nature;
 - h) not edit any certification documents (for example, 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
- e) 接受Preferred by Nature確定的監督審核。監督審核的細節，包括審核持續時間、地點和審核組資訊，都在單獨的審核計畫中，審核計畫在每次審核之前提供給組織，並通過引用納入本文中；
 - f) 承認 Preferred by Nature、認可機構和/或認證專案所有者保留在必要時進行短期通知和未經通知的現場訪問的權利，以驗證合規性和/或保護 Preferred by Nature 聲譽及其相關商標和標識的完整性，以及認證項目所有者的聲譽和其相關商標和標識的完整性。該組織同意與 Preferred by Nature、認可機構及/或認證計畫擁有人合作，支援此類訪問，並披露進行評估所需的所有資訊；
 - g) 在規定的時間範圍內，以適當的方式處理由Preferred by Nature或其他方（如認可機構）確定的與認證要求有關的任何不符合項，並使Preferred by Nature能夠獲得相關證據；
 - h) 不得編輯任何認證檔（例如，審核報告或證書），並提供全部認證檔的副本，或在一定程度上避免誤導接收認證文件的另外一方；
 - i) 根據 Preferred by Nature 的爭議解決政策處理任何投訴，只有在未解決的情況下，才應將投訴提交認可機構或認證專案所有者，並記錄其收到的與認證要求的符合性有關的任何投訴，對投訴作出回應，採取適當的行動和保存所採取措施和投訴最終結果的書面記錄。組織應根據要求向 Preferred by Nature 提供這些記錄；

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
- 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

j) 根據Preferred by Nature的爭議解決政策，首先解決組織可能與Preferred by Nature 和/或任何未解決的對組織的投訴，並同意僅在投訴未解決時才將任何投訴提交給認證機構或認證計畫所有者組織的滿意度；

k) 不得從事任何可能損害Preferred by Nature、認可機構或認證專案所有者聲譽的活動或提出任何索賠；

l) 適用於認證方案和服務範圍時，應符合附件中的所有要求；

m) 使所有協力廠商實體符合相關的認證要求，並遵守本協定項下組織的所有義務，包括但不限於與組織有關的所有禁令，如果組織與關聯企業或業務集團合作管理業務，或組織是關聯企業或業務集團的集團經理，或組織的認證涉及或要求關聯實體或協力廠商實體參與。

4.2 組織同意在不遲於十(10)個工作日內（除非認證要求規定的時間較短），儘快通知Preferred by Nature可能影響其符合認證要求能力的任何基本變更。此類變更可能包括但不限於以下方面的變更：

- a) 組織的法律地位或所有權；
- b) 組織架構；
- c) 生產過程、產品或產品選擇；
- d) 破產、破產、關閉和其他類似事件；

- other similar events;
- e) the production/operating locations; and
- f) the quality management system, to such an extent that conformance to Certification Requirements is endangered.

5. Payment and fees

- 5.1 The Organisation agrees to pay costs related to all audits and audit activities, including unanticipated audit costs that are due to the discovery or disclosure of information not known or considered by Preferred by Nature during the preparation of the Proposal and that require additional site visits or further investigation. The Certification Scope and costs are detailed in the Proposal sent to the Organisation by Preferred by Nature. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, will be communicated to the Organisation before Preferred by Nature invoices Organisation and the Organisation becomes liable to pay the costs.
- 5.2 Organisation will pay any fees required by the relevant Certification Scheme Owner and/or Accreditation Body. Organisation acknowledges that the Certification Scheme Owner and/or Accreditation Body may amend 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

- e) 生產/操作地點；以及
- f) 在某種程度上危及符合認證要求的品質管制體系。

5. 付款和費用

- 5.1 組織同意支付所有審核和審核活動相關的全部費用，包括由於在編制項目計畫書期間發現或披露了Preferred by Nature不知道或未考慮的資訊而產生的額外審核費用，額外費用需要額外的實地考察或進一步的調查。認證範圍和成本在Preferred by Nature發送給組織的書面“專案計畫書”中有詳細說明，並通過引用納入本文。除上文第4.1 f) 條規定的“不通知現場審核”相關費用外，Preferred by Nature收取任何費用將與組織提前溝通，溝通之後組織支付相應費用。
- 5.2 組織將支付相關認證專案所有者和/或認可機構要求的任何費用。組織承認認證專案所有者和/或認可機構可修改其費用，此類修改不在Preferred by Nature的控制範圍內。

6. 證書有效期和範圍

- 6.1 頒發證書的前提是Preferred by Nature指定的人員做出肯定的認證決定。認證決定考慮到審核報告和審核組的建議。Preferred by Nature有權推遲或推遲其認證決定，用來參考尚未在其審核報告中出現的新的或額外的資訊，而且Preferred by Nature認為這些資訊可能影響其評估結果。
- 6.2 該組織承認，在該組織獲得Preferred by Nature頒發的證書之前，認證過程尚未完成。如果達成積極的認證決定，簽署本協議，並支付了所有待定的成本和費用之後，如果不存在其他

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 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

原因導致Preferred by Nature根據第6.6條拒絕頒發證書，則將頒發證書。

- 6.3 該組織承認，Preferred by Nature沒有義務與該組織建立或維持任何商業或其他關係，也沒有義務簽發以前發給該組織的證書。組織進一步承認，證書的簽發絕不改變或限制Preferred by Nature根據第 11.2 條終止本協議的權利。
- 6.4 證書的有效期限取決於認證要求，除非提前暫停或終止。在此有效期之後，證書將過期並自動終止。如果組織希望保留其證書，則需要重新評估。當Preferred by Nature對組織做出積極的認證決定時，將頒發新的證書。為避免證書有效性間斷，Preferred by Nature應在現有證書終止日期前對組織進行重新評估並頒發新證書。組織應在證書到期前至少 3 個月通知 "自然優先 " 組織更新證書的意向，以確保在證書到期前及時進行續簽。
- 6.5 Preferred by Nature將直接向組織發送通知，宣佈頒發、暫停或終止任何證書。組織承認，此類通知也是傳達本協議項下證書有效性和證書數量變化的基礎。
- 6.6 該組織同意，Preferred by Nature可根據該組織的整體合規情況拒絕簽發證書或維持認證，特別是如果組織的活動與Preferred by Nature作為認證機構所需承擔的義務相衝突，或Preferred by Nature認為其活動有損Preferred by Nature的良好聲譽。

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| <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 組織承認，滿足所有認證要求並及時支付所有認證成本和費用是維持有效證書的前提。</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 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.</p> | <p>6.8 組織同意在實施這些變更之前通知Preferred by Nature認證範圍的任何預期變更。Preferred by Nature將評估額外審核活動（如有）的必要性，並與組織商定變更認證範圍前需要採取的步驟。</p> |
| <p>6.9 The Organisation has the right to object to the audit process or appeal a certification decision to Preferred by Nature in accordance with Preferred by Nature and Certification Scheme Owner policies and procedures.</p> | <p>6.9 組織有權根據Preferred by Nature和認證專案所有者政策和程式對審核過程提出不同意見或向Preferred by Nature上訴認證決定。</p> |

7. Certificate Termination and Suspension

7. 證書終止和暫停

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| <p>7.1 Upon written notice to Organisation, Preferred by Nature may Terminate or Suspend a Certificate on any of the grounds listed in clause 6.6 or 11.2 or in accordance with decisions made by the Certification Scheme Owner or Accreditation Body.</p> | <p>7.1 在向組織發出書面通知後，Preferred by Nature可基於第6.6或11.2條所列的任何理由或根據認證計畫擁有人或認可機構作出的決定，終止或暫停證書。</p> |
| <p>7.2 Upon Suspension or Termination of the Certificate, the Organisation agrees to immediately take the following steps:</p> <ul style="list-style-type: none"> 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 | <p>7.2 證書暫停或終止後，組織同意立即採取以下步驟：</p> <ul style="list-style-type: none"> a) 停止銷售任何經認證的產品（適用於產品認證），並採取措施刪除所有相關資訊； b) 停止使用與認證和認證狀態有關的任何聲明、標籤或廣告（包括在社交媒體上）； c) 自費從其產品、檔、廣告和/或行銷材料以及企業對企業的溝通中移除並刪除Preferred by Nature和認證專案所有者的所有名稱、首字母、徽標、認證標誌或其他商標的使用； d) 如果認證計畫所有人或Preferred by |

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.

Nature要求，在暫停或終止後三(3)天內通知相關客戶暫停或終止，並保存此類通知的記錄；

- e) 銷毀簽發的原始證書和所有副本；以及
- f) 與Preferred by Nature和相關認證專案所有者和/或認可機構合作，以確認這些義務已得到履行。

8. Certification claims and trademark usage

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

8. 認證聲明和商標使用

- 8.1 只要在本協定有效期內遵守其義務，組織可根據 Preferred by Nature 認證專案所有者的規則，就其參與相關認證服務及其認證狀態發表公開聲明；
- 8.2 作為證書持有者，組織同意準確、公平地代表其認證範圍，包括範圍內的產品、場所和活動。組織必須限制其認證僅與符合相關認證要求有關，而不與認證範圍之外的任何其他產品、特性或操作有關。
- 8.3 組織應確保該組織在公開場合使用 Preferred by Nature、認證方案所有者或認可機構的名稱、標誌或商標時，應事先經 Preferred by Nature、認證方案所有者或認可機構按照認證要求，應事先由 Preferred by Nature 審查和書面批准。在適用的情況下，組織對 Preferred by Nature 印章的任何使用或其任何變更均應遵守與該組織的認證範圍相關的附錄中規定的許可條款。
- 8.4 本組織承認 Preferred by Nature 的智慧財產權，所有者和認證機構的認證方案，他們將繼續保

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;
 - 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

留完整的智慧財產權和所有權,應被視為構成對該組織使用或使用造成的任何智慧財產權屬於

Preferred by Nature, 認證計畫所有者和認可機構, 除非本協議另有規定。

- 8.5 Preferred by Nature 保留跟進所獲得的有關 Preferred by Nature、認證計畫所有者和認證機構的商標或智慧財產權侵權資訊的權利。

9. 保密和公開信息

- 9.1 在本協定中, 保密資訊應包括一方在本協議有效期內或在本協議準備期間以任何形式提供的任何資訊。保密資訊可能包括但不限於技術、業務、行政、經濟、商業或財務資訊, 以及資料、商業秘密、客戶、供應商、合作夥伴、智慧財產權、專有技術、工藝、戰略、設計、方法、照片、圖紙、軟體、發明、專利以及與執行本協定有關的全部或部分具有機密性質的任何其他資訊。
- 9.2 未經另一方同意, 本協議任何一方均不得披露或發佈任何一方認定為保密的資訊, 以下情況除外:
- a) 認證專案所有者或認可機構要求公開這些資訊;
 - b) 法律或司法、政府或監管機構要求披露, 在此類情況下, 除非法律禁止, 否則接收方應將披露的資訊通知披露方;
 - c) 該等資訊由接收方在不違反本協定的情況下公開獲得;
 - d) 在提供方披露該資訊之前, 接收方可在非

receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party.

保密的基礎上獲得該等資訊；或

9.3 Notwithstanding the foregoing:

9.3 儘管有上述規定:

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

- a) 如果認證要求有要求，Preferred by Nature可以向認證計畫所有者或認可機構提供訪問本組織機密資訊的許可權；

- b) 根據認證要求，Preferred by Nature可提供組織審核報告的公開摘要，Preferred by Nature或認證計畫所有者可全部或部分披露或發佈該摘要資訊；和

- c) Preferred by Nature及認證計畫所有者有權在其網站上列出獲認證機構及公佈證書。

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.

9.4 組織同意Preferred by Nature的指定人員，以及認證計畫所有者和認可機構的人員和授權代表，有權接觸機密資訊、審核報告、及本組織為評估本組織是否符合認證要求而進行優選性質認證或該組織認證所需的其他有關資料。這可能包括上述人員或授權代表陪同Preferred by Nature指定人員進行審核。Preferred by Nature保留要求提供其他支援資訊的權利，如形狀檔和照片。

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.

9.5 只要有必要為Preferred by Nature或認證方案業主履行本協議義務，Preferred by Nature和認證專案所有者有權組織和授權過程的個人和業務資料依照任何適用的資料保護法律。

10. Limitation of liability and

10. 責任限制和賠償

indemnification

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| <p>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:</p> <ul style="list-style-type: none"> 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. | <p>10.1 組織同意，對於直接或間接由組織自身造成的任何損害，Preferred by Nature不對組織、組織的任何客戶或任何其他個人或實體承擔責任：</p> <ul style="list-style-type: none"> a) 認證範圍內產品的製造、使用、銷售、廣告、推廣、經銷、採伐、遷移、加工、運輸或其他處置； b) 對其認證產品、企業或經營進行行銷、廣告或推廣；或 c) 未能遵守認證的條款和條件。 |
| <p>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.</p> | <p>10.2 Preferred by Nature對組織不承擔任何責任，除非是由於Preferred by Nature自己的嚴重疏忽/故意或蓄意行為所引起的行動或索賠。在任任何情況下，Preferred by Nature均不對該組織、任何組織客戶或任何其他個人或實體因本協定而引起的或與本協議有關的任何間接、附帶、後果性或懲罰性損害賠償承擔責任。組織同意不對Preferred by Nature採取任何法律行動，不向Preferred by Nature提出任何形式的賠償要求，也不要求Preferred by Nature以任何方式對任何損失或後果的終止或暫停證書按照本協議的條款。</p> |
| <p>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.</p> | <p>10.3 在任何情況下，對於因本協議引起的或與本協議有關的任何一個事件或一系列相關事件，Preferred by Nature對該組織的全部賠償責任不得超過於該組織根據本協定向Preferred by Nature支付的年度總費用。</p> |
| <p>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,</p> | <p>10.4 組織同意為Preferred by Nature及其管理人員、董事、代理人 and 員工辯護、賠償並使其免受與本協定或本協定項下認證相關的所有損害，包括但不限於(a)包括但不限於任何由於認證範圍內的製造、使用、銷售、廣告、促銷、分銷、砍伐、移除、加工、運輸或其他處置認證範圍內的</p> |

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

產品造成的人身傷害、財產損害、產品責任或其他索賠：包括但不限於產品責任索賠；或(b)因組織未能遵守本協定或本協定項下認證的條款和條件而直接或間接產生的任何索賠，由於 Preferred by Nature 的重大過失或故意不當行為造成的損失除外。

- 10.5 如果因證書持有者不符合認證要求而造成損失，則應推定 Preferred by Nature 沒有重大過失。
- 10.6 任何一方如因不可抗力而未能履行本協定規定的義務，或因不可抗力在本協定簽訂時無法合理預見且其後果無法預防而無法履行義務，則免除該方在本協議項下的責任。不可抗力情況應包括但不限於：火災、風暴、洪水、地震或其他自然災害、爆炸、恐怖活動、戰爭、叛亂、暴動、叛亂、破壞、流行病、檢疫限制、勞工糾紛、禁運和任何政府的行為，包括任何政府未能批准的進出口執照或許可證。缺乏財政資源不應被視為不可抗力。

11. 期限和終止

- 11.1 本協定在雙方簽字後生效。除非根據本協定第 11 條的規定提前終止，否則協議將在最後剩餘的證書終止或到期後或一旦確定組織將不會獲得認證後自動終止。如果最後一份證書在可能續簽時過期，本協議將自動延長至多(4)個月。

for 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

11.2 本協議可由下列任何一項終止：

- a) 雙方共同商定;
- b) 組織，有三十(30)天的書面通知；
- c) Preferred by Nature與九十(90)天的書面通知;
- d) Preferred by Nature，如果組織違反其在本協定下的任何義務，並且未能在Preferred by Nature定義的時間段內糾正任何違約行為；
- e) 如果另一方違反本協定規定的保密義務，任何一方立即採取行動；
- f) 如果組織在 Preferred by Nature 的唯一意見中違反了 Preferred by Nature 的協會政策的原則，並且在可能的情況下，在 Preferred by Nature 通知組織後的規定時間內未能採取糾正措施，則立即以書面形式組織此類違規行為；
- g) Preferred by Nature根據認證要求中規定的過程和期限；
- h) 如果組織違反第4.1 j)條，未遵循爭議解決政策而升級與 Preferred by Nature 的衝突，Preferred by Nature 應立即予以處理；或
- i) 如果 Preferred by Nature認為該組織從事非法、不道德、欺騙、欺詐、不合作行為，實施脅迫或賄賂行為，或對事實有重大虛假陳述，或Preferred by Nature認為該組織的活動或行為詆毀或損害了 Preferred by Nature或認證計畫所有者的聲譽，Preferred by Nature應立即予以處罰。

11.3 組織理解並承認，本協定終止後，根據本協定向組織頒發的所有證書也將終止。

11.4 本協議終止後，各方的權利和特權應立即終止，組織或Preferred by Nature不承擔任何責任或

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 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

義務，第5條、第7.2條、第9.1條、第9.2條、第10條中的所有條款規定、第12.2條和第12.3條的除外，這些條款應在本協議終止後繼續有效。

12. 其他

- 12.1 本協定取代並取代雙方之前就此處包含的主題達成的所有協定。
- 12.2 本協議受愛沙尼亞法律管轄，不考慮任何法律衝突原則。
- 12.3 如果因本協定引起或與本協定有關的任何爭議，雙方應首先通過相互協商友好解決，但如果未能解決，則應將爭議提交愛沙尼亞法院，該法院具有排他性管轄權。
- 12.4 由於認可機構要求、認證要求或Preferred by Nature程式的變更，Preferred by Nature可能會不時修改本協議。任何此類修改應在生效前至少九十(90)天以書面形式提供本組織。如果本組織反對任何變更，組織有權在三十(30)天內向Preferred by Nature發出書面通知終止協議。對本協定的任何其他修改，均應經雙方書面同意並簽署。
- 12.5 如果本協議的任何一項或多項條款在任何方面無效、非法或不可執行，則本協議其餘條款的有效性、合法性或可執行性不受影響，並應以合適和公平的條款替代，以便在有效和可執行的範圍內執行該等無效或不可執行條款的意圖和目的。
- 12.6 本協議項下任何權利的轉讓或職責的委託，必須至少提前九十(90)天以書面形式通知另一方。本協議對雙方的繼承人和受讓人具有約束力。

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.

12.7 本協議一式多份。傳真、電子郵件和其他電子簽名與原件具有同等效力和約束力。

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.

本協定以英文和簡體中文兩種文本簽署。如果對本協議的正確解釋有任何衝突或疑問，應以英文版本為準。

	On behalf of Preferred by Nature OÜ / Preferred by Nature OÜ 代表	On behalf of Organisation / 組織代表
Name / 姓名		
Title / 職務		
Date / 日期		
Signature / 簽名		

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 附錄

本附錄包含的條款和條件僅適用於 Bonsucro 申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分有衝突或不一致之處，應以本附錄的條款為準。

1. 條款

- 1.1 在本附錄中，以下術語的含義如下：

行動計畫 – 指為糾正不符合項而擬採取的步驟的總結。

審核報告 – 指認證機構向客戶提交的審核結果報告。包括計算器和證書（如適用）。

Bonsucro標準 – 是指為Bonsucro產品或相關流程和生產方法提供通用和重複使用的規則、指南或特性的檔，遵守這些規則、指南或特性不是強制性的。

Bonsucro標準包括：1) Bonsucro生產標準，包括EU RED；以及 2) Bonsucro混合模式產銷供應鏈標準，包括EU RED。

計算器 – 指由Bonsucro提供的一份檔，供認證機構在審核工廠時使用，以評估是否符合 Bonsucro生產標準。

核對表 – 是指相關標準的簡化格式，審核員可根據該格式記錄審核發現。

混合模式 – 指在整個供應鏈中對認證材料/產品的輸入和輸出進行行政監測的系統。

甘蔗衍生產品 – 包括糖、乙醇、甘蔗渣和糖蜜等。

2. Preferred by Nature 的義務

- 2.1 Preferred by Nature應告知Bonsucro協議的訂立。

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. 組織的義務

3.1 該組織同意：

- a) 向Preferred by Nature、認證計畫所有者或認可機構人員或授權代表提供完整、真實和準確的資訊和檔，包括但不限於：任何被認為與確定該組織是否遵守相關 Bonsucro標準有關的資訊，包括機密資訊。這些資訊可能包括證書、證書附件、審核報告和以往的審核報告（包括來自其他計畫的報告）、核對表、行動計畫、計算器、混合模式資料以及與其認證有關的任何其他資訊；以及

- b) 保留與認證相關的所有檔至少五(5)年，或根據現行法律法規的規定保存更長時間。

3.2 該組織承認，Bonsucro可能會要求提供產品和認證資訊，以協助產品追溯或供應鏈核對。

4. 證書終止和暫停

4.1 由於不符合Bonsucro標準規定的核心標準而被終止，組織應：

- a) 應同意立即停止使用與其認證和認證狀態有關的任何聲明、標籤或廣告，並停止銷售任何剩餘的經Bonsucro認證的甘蔗衍生產品；以及
- b) 承認如果希望獲得認證，則需要進行全面的重新審核。

5. 認證聲明和商標使用

5.1 未經有效認證，該組織不得公開聲稱甘蔗和所有甘蔗衍生產品符合Bonsucro標準。

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 作為監督機構的附錄

本附錄包含的條款和條件僅適用於根據歐盟木材法案申請使用或正在使用 Preferred by Nature 作為監督機構的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。

1. 條款

- 1.1 在本附錄中，以下術語含義如下：

主管部門 – 指歐盟(EU)各成員國負責執行歐盟木材法案的國家指定當局。

歐盟木材法案 – 指2010年10月20日歐洲議會和歐盟理事會通過的No 995/2010號法案(EU)，該法案規定了將木材和木材產品投放市場的經營者的義務，以及其他適用的委託法案。

監督組織 – 指Preferred by Nature，該機構已獲得歐盟委員會(EC)的認可，可根據歐盟木材法案作為監督組織正式運作。監督組織的職責是提供和驗證盡職調查系統的實施情況，以滿足歐盟995/2010法案的要求。該組織符合Preferred by Nature LegalSource™認證要求是使用Preferred by Nature作為監督組織的先決條件。

2. Preferred by Nature 的義務

- 2.1 Preferred by Nature有義務履行歐盟木材法案和適用於其作為監督組織的授權條例所規定的所有相關法律義務。

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 如果該組織未能正確使用其盡職調查系統，Preferred by Nature有義務採取適當行動，包括在該組織嚴重或反復未能盡職調查的情況下通知主管當局。

3. 組織的義務

- 3.1 組織同意遵守歐盟木材法案規定的經營者的所有適用義務。

4. 保密和公共資訊

- 4.1 該組織知曉並同意Preferred by Nature有權在歐盟委員會和主管當局提出要求時與之分享審計報告和其他相關資訊。

5. 責任限制和賠償

- 5.1 該組織認識到，該組織對自己遵守歐盟木材法案以及歐盟和歐盟成員國的任何相關立法負有全部責任。
- 5.2 對於公共當局或其他各方因本組織涉嫌或確認違反歐盟木材法案以及歐盟和歐盟成員國的任何立法而向該組織提出的任何索賠或損害賠償，Preferred by Nature不承擔責任。

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 認證附錄

本附錄包含的條款和條件僅適用於 Preferred by Nature 認證申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。

1. 認證聲明和商標使用

1.1 經核實符合 Preferred by Nature 認證要求的組織可根據協定的條款和條件，在銷售、行銷、宣傳或分銷在 Preferred by Nature 認證範圍內的 Preferred by Nature 認證的產品 ("Preferred by Nature 認證產品") 時使用 Preferred by Nature 認證印章 ("印章")，並遵守以下規定：

- a) 在此，Preferred by Nature 授予組織一項不可轉讓的、非排他性的許可，只要組織持有有效證書，並就有有效的 Preferred by Nature 認證證書的認證範圍所涵蓋的產品，複製該印章(如圖所示並由 Preferred by Nature 提供給組織)。



- b) 組織只可在事先由 Preferred by Nature 審查和書面批准的情況下使用印章，並且組織不得以任何方式更改該印章。組織應在出版或任何其他用途之前，將所有有關 Preferred by Nature 的聲明、陳述、公開聲明或語言，或提及 Preferred by Nature，以及所有在 Preferred by Nature 認證產品上使用印章，提交 Preferred by Nature 批准。一旦 Preferred by Nature 批准了任何此類用

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 certification 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

途，在未獲得 Preferred by Nature 的書面批准前，組織不得對此類用途進行任何更改。

- c) 組織同意遵守 Preferred by Nature 印章使用政策（該政策可能會不時修訂），並支付印章使用政策中規定的任何相關費用（如適用）。
- d) 組織同意準確、公正地表述其證書類型、其認證範圍以及認證範圍內的 Preferred by Nature 認證產品、企業或業務。組織對驗證的表述應僅限於符合認證要求，不得表述與任何其他特性有關的驗證。組織不得在銷售、行銷、廣告、推廣或分銷中對不包括在認證範圍內的 Preferred by Nature 認證產品、企業或業務時作出驗證聲明，或歪曲認證狀態。
- e) 本印章的所有使用均應具有高品質，以保持 Preferred by Nature 的聲譽，並應遵守 Preferred by Nature 不時修訂的標準和要求。組織同意其不會以與 Preferred by Nature 的目標和宗旨及其使命不一致的方式製造、安排他人製造、行銷、推廣、銷售或分銷 Preferred by Nature 認證產品或該印章的使用。組織應維護 Preferred by Nature 的高標準和聲譽，不得以詆毀 Preferred by Nature 或違背其價值的方式使用該印章。
- f) 該組織不得：
 - i. 將本印章與其他商標或任何字元、文字、名稱、圖像或符號結合使用，以創建複合商標，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
- 印章與其他商標、字元、文字、名稱、圖像或符號之間創建關聯。
- ii. 使用與本印章實質相同或具有欺騙性相似的任何標誌，無論是作為商標還是其他標誌。
- g) 該組織承認並同意，Preferred by Nature 是該印章或其他由Preferred by Nature擁有的任何商標、服務標章、驗證標誌、標識或其他專有名稱("標誌")的獨家所有者。該組織同意其不會做出任何與該等所有權不一致的行為，並同意該組織對該等標誌的所有使用應確保符合Preferred by Nature的利益。該組織同意，本協定中的任何規定均不賦予該組織對標誌的任何權利、所有權或利益，但根據本協定使用印章的權利除外。該組織不應以任何方式表示其對商標或其任何註冊擁有任何所有權利益，並在此放棄和放棄根據任何國家、州或其他司法管轄區的法律可能產生的對商標或其變體的任何所有權權利或利益。該組織不得在任何國家、州或其他司法管轄區註冊或試圖註冊標誌或任何類似標誌來指定任何商品、服務或驗證程式。該組織不得直接或間接地挑戰、損害或以其他方式挑戰Preferred by Nature對標誌的權利、所有權或利益。該組織不得侵犯或協助侵犯源自標誌的任何權利。應Preferred by Nature的要求，該組織應簽署並向Preferred by Nature交付任何和所有檔，並採取Preferred by Nature認為必要或適當的所有其他行為和事項，以使本協定中有關印章所有權或註冊的條款充分生效或實施或執行。

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) 未經Preferred by Nature事先書面批准，該組織不得將其在本協議項下複製印章的許可出售、轉讓、轉許可或以其他方式轉讓給任何協力廠商。</p> <p>i) 如果組織注意到任何可能被合理地解釋為構成對印章或任何標誌的未經授權使用、侵權或稀釋印章或任何標誌的活動，則組織應立即通知Preferred by Nature。</p> <p>j) 對於任何未經授權使用、侵犯或稀釋印章和標誌的行為，Preferred by Nature有權採取或決定是否採取其認為適當的任何行動。組織同意與Preferred by Nature充分合作，以採取任何此類行動。</p> <p>k) 複製該印章的許可僅適用於經Preferred by Nature認證產品，且僅在組織收到針對該適用認證範圍提供的Preferred by Nature認證後生效。</p> <p>l) 如果該組織在使用印章或標誌方面的任何行為或遺漏，經Preferred by Nature合理認為違反了本許可條款的任何規定，Preferred by Nature可自行決定採取下列一項或多項行動：(i)要求該組織改變或停止此類行為，或糾正此類遺漏，或從流通中撤回Preferred by Nature合理地認為違反許可條件的任何材料；(ii)根據本協定第7條暫停該組織的資格，直到該組織糾正了違約行為為止。</p> <p>m) 如果頒發給該組織的Preferred by Nature認證證書被暫停或終止，該組織使用印章的權利自動終止。</p> |
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- n) Organisation is suspended or terminated. 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) 如果該組織不符合Preferred by Nature認證要求，Preferred by Nature保留隨時撤銷該組織印章使用資格的權利。

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 認證附錄

本附錄包含的條款和條件僅適用於森林認證認可計畫 ("PEFC")申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。

1. 保密和公共資訊

- 1.1 如果認證要求需要，Preferred by Nature可以向認證計畫所有者或認可機構提供訪問組織機密資訊的許可權。此類資訊包括但不限於：PEFC要求的審核報告和其他必要審核記錄的副本，以及Preferred by Nature收到的針對PEFC認證客戶組織的已解決投訴和上訴的總結報告。

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

雨林聯盟可持續農業附錄

本附錄包含的條款和條件僅適用於雨林聯盟可持續農業申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。本附錄和本協定中雨林聯盟要求的所有條款均受適用法律的約束。

1. 組織的義務

1.1 該組織同意：

- a) 對於團體，該組織同意使每個團體成員遵守適用的標準並遵守其所有義務，包括不限於本協定中與本組織有關的所有規定；
- b) 應在48小時內以書面形式通知 Preferred by Nature 其系統和程式的任何根本變化，或其管理、結構或所有權的任何變化，或任何其他可能影響該組織遵守適用標準或合規性的資訊有適用的法律；
- c) 只有在通過自然的爭議解決政策和雨林聯盟的申訴程式最終解決其爭端後，才會對雨林聯盟採取法律行動；
- d) 雨林聯盟有權自行決定訪問該組織，無論是否通知 Preferred by Nature 或本組織。無論是否有 Preferred by Nature 在場，雨林聯盟可以在訪問期間觀察本組織或進行審核；
- e) 雨林聯盟有權要求 Preferred by Nature 對該組織進行未經宣佈或調查審核。

2. 證書終止和暫停

- 2.1 Upon Suspension or Termination of the Certificate, the Organisation shall agree to immediately:
- Comply to the sell-off requirements defined in the Certification Requirements.
 - 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.
 - 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.

- 2.1 證書暫停或終止後，該組織應立即同意：

- 遵守認證要求中定義的拋售要求。
 - 除非刪除任何以前標記的產品，否則停止使用雨林聯盟的任何商標銷售任何以前標有的產品，並/或提出任何暗示此類產品（該組織的企業或組織）符合適用標準的主張。
 - 自費將雨林聯盟的所有名稱、首字母縮寫、徽標、認證標誌或其他商標從其產品中刪除（或在無法刪除的情況下，召回任何此類產品）、檔、廣告和/或行銷材料、物理或電子宣傳材料或媒體、宣傳冊或網頁、標誌或其他檔以及企業對企業通信，一旦認證要求要求。

- 2.2 儘管有前述，在證書暫停或終止生效之日開始，到暫停或終止日期為六(6)個月結束的期間內，本組織可以根據雨林聯盟供應鏈政策和適用的認證要求和政策銷售認證產品，這些要求和政策可能會不時修改。

- 2.3 如果Preferred by Nature決定不認證、終止或暫停證書，則組織在下次認證審核和認證決定後的週期之前不得更改其認證機構。

3. 認證聲明和商標使用

- 3.1 本組織承認，除根據該組織與雨林聯盟之間簽訂的有效書面授權合約（包括雨林聯盟事先書面批准用於任何用途）的條款外，不得使用雨林聯盟認證™認證標誌，並同意遵守雨林聯盟網站上公佈的雨林聯盟商標使用要求和準則。

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

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

4. Confidentiality and public information

4.1 The Organisation agrees to comply with the Rainforest Alliance requirements for transparency and confidentiality as set forth in its licensing agreement with the Rainforest Alliance.

4.2 The Rainforest Alliance has the right to display the Organisation name on transaction certificates for sales of certified products from that farm or 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'

3.2 本組織同意，其就雨林聯盟、認證產品、雨林聯盟標準認證範圍或與雨林聯盟的合作或支持所作的任何陳述均應公平準確。組織應將其關於認證產品認證的陳述限制為適用的雨林聯盟2020標準（或隨後的雨林聯盟標準），而不是不包括在組織證書範圍內的產品、產品特性或農業經營涵蓋認證產品。本組織同意，不會在非認證產品的直接或間接銷售、行銷或廣告中使用任何雨林聯盟商標，也不會對雨林聯盟進行聲明、陳述、公開聲明或使用語言或提及雨林聯盟，除非在與雨林聯盟的授權合約中特別允許。

3.3 除與雨林聯盟的授權合約允許外，本組織不得使用雨林聯盟的名稱、認證標誌、標誌或其他商標。本組織應與雨林聯盟和Preferred by Nature組織充分合作，處理未經授權使用、侵犯或稀釋雨林聯盟的商標或其他智慧財產權的行為。

4. 保密和公共資訊

4.1 同意遵守雨林聯盟在與雨林聯盟的授權合約中規定的透明度和保密性要求。

4.2 只要保持隔離，雨林聯盟有權在從該農場或集團銷售認證產品的交易證書上顯示組織名稱，貫穿整個供應鏈到認證產品的最終銷售商。

4.3 雨林聯盟有權在組織或其網站之一簽發的交易證書上顯示組織名稱。

5. 期限和終止

5.1 本協議可由：
a) 如果Preferred by Nature對認證機構

written notice in the event that Preferred by Nature's authorisation as a certification body is suspended or cancelled.

的授權被暫停或取消，則Preferred by Nature會優先選擇九十(90)天的書面通知。

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 附錄

本附錄包含的條款和條件僅適用於負責任生物質計畫 ("RBP")申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。

1. Preferred by Nature 的義務

- 1.1 Preferred by Natur 是經 Bekendtgørelse om Håndbog om opfyldelse af bæredygtighedskrav og krav til besparelse af drivhusgasemissioner for biomassebrændsler til energiformål (HB 2021)批准的認可驗證機構。
- 1.2 由 Preferred by Nature 提供的 RBP 驗證遵循 1.1 中提到的丹麥生物質立法。

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.

可持續棕櫚油 RSPO 附錄

本附錄包含的條款和條件僅適用於 RSPO 申請者或證書持有者。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。

1. Preferred by Nature的義務

- 1.1 如果Preferred by Nature的RSPO認證範圍減少、中止或終止，組織的RSPO證書將一直有效到下一個年度審核日期。如果Preferred by Nature的RSPO認證在組織下一年度審核日期後的四(4)個月內暫停或終止，則RSPO將自證書到期之日起延長三(3)個月。Preferred by Nature將在狀態發生變化後的十四(14)天內通知組織，並將遵守認證機構和RSPO將證書轉讓給另一個認可認證機構的要求。如果在暫停或終止日期之前進行審核，但認證過程尚未完成，則RSPO秘書處將與認證機構一起決定該流程的繼續。

2. 期限和終止

- 2.1 關於任何RSPO服務，本協定僅在假設組織（或其母公司或其多數擁有和/或託管的子公司之一）是RSPO的活躍成員的情況下才有效。如果組織（或其母公司或其多數擁有和/或託管的子公司之一）RSPO成員資格被暫停或終止，則協議終止與任何RSPO服務有關。

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.

可持續生物質計畫 SBP 附錄

本附錄包含的條款和條件僅適用於 SBP 申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附錄與本協定其他部分存在衝突或不一致，應以本附錄的條款為準。

1. 組織的義務

- 1.1 該組織同意：
- 向Preferred by Nature、認證計畫所有者或認可機構人員或授權代表提供完整、真實和準確的資訊和檔，包括但不限於：任何供應基礎報告；Preferred by Nature公開摘要報告；SBP要求用於溫室氣體計算和監管報告的資料；以及SBP要求向本組織的購買者/客戶提供每批生物質供應或銷售的任何資料。

2. 保密和公共資訊

- 2.1 根據95/46/EC--歐洲議會和理事會關於在處理個人資料和此類資料的自由流動方面保護個人的法律，以及任何其他適用的資料保護法，Preferred by Nature和SBP均有權、被被授權處理組織的個人資料和業務資料（只要是對Preferred by Nature和/或SBP履行義務所必需的）。

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 附錄

本附錄包含的條款和條件僅適用於 SFI 申請者或證書持有者的組織。這些特定條款和條件是本協議所有其他適用條款和條件的補充。如本附存在與本協定其他部分有衝突或不一致，應以本附錄的條款為準。

1. 認證聲明和商標使用

- 1.1 Preferred by Nature應按照認證方案所有者的規定，對許可證、證書、合格標誌以及表明產品已獲得認證的任何其他機制的所有權、使用和展示行使控制。
- 1.2 組織應獲得SFI標籤使用和許可辦公室對使用SFI產品標籤和非產品標誌的批准，並遵守SFI產品標籤和非產品標誌使用規則。
- 1.3 在檔或其他宣傳中發現不正確地引用認證計畫，或誤導使用許可證、證書、標誌或任何其他表明產品已認證的機制，應採取適當行動予以處理。