

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

認證協定

此份認證（以下簡稱協定）是由以下兩家單位共同簽署：

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；位址：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以下含義：

認可機構 – 指任何可以批准Preferred by Nature作為認證機構的被授權的機構或協力廠商機構。

協議 – 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

Organisation. The current versions of all normative documents can be found on Preferred by Nature's and/or the relevant Certification Scheme Owner's website. Preferred by Nature also maintains service infosheets 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 certification report prepared by Preferred by Nature and may also be listed on Preferred by Nature's website and/or the Certification Scheme Owner's website.

Preferred by Nature – refers to 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

by Nature和/或相關的認證專案有者的網站上找到。Preferred by Nature還保留服務信息表，其中包括與特定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 編制的最新認證報告，或在 Preferred by Nature 網站或認證專案有者的網站上。

“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、規定服務範圍和報價的書面檔。專案計畫書以及為反映

Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the scope or cost of services are incorporated by reference into this Agreement.

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

Termination (of Certificate) – refers to a case where the Certificate is permanently withdrawn in accordance with the Certification Requirements.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

2. General information

- 2.1 For this Agreement, certification may also mean verification and certified may also mean verified to cover both certification and verification services.
- 2.2 Preferred by Nature has adopted and implemented the following policies, all 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

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。

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. 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 採用並實施以下5項政策，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。

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:
- maintain the necessary systems, competencies, and qualified personnel to conduct the audits under the offered certification services;
 - maintain the required accreditations, authorisations, and recognitions to carry out the certification services it offers;
 - provide the public with information about the certification services offered and Preferred by Nature policies, all available at www.preferredbynature.org;
 - conduct audit(s) according to the Proposal(s) and Certification Requirements and prepare and submit audit report(s) to the Organisation, which forms the basis for a decision to issue, maintain, Suspend or Terminate a Certificate. The Organisation will be provided the opportunity to review the report before the decision is taken; and
 - 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:
- disclose any current or previous applications for similar types of certification or certifications held within

- 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
- 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；
 - 保持所需的授權或認可，以執行相關的認證服務；
 - 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
 - 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審查報告；以及
 - 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：
- 披露最近五(5)年內持有的類似認證認證申請；

- the last five (5) years;
- b) conform to all applicable Certification Requirements, which may be amended from time to time, and to conform to the revised versions of the Certification Requirements within the timeframes specified. If the certification applies to ongoing production, the Organisation agrees to ensure that the certified product continues to fulfil the product requirements. In the event of an inconsistency between this Agreement and the Certification Requirements, the Organisation agrees and acknowledges that the provisions of the Certification Requirements shall prevail;
 - c) cooperate with Preferred by Nature or, if applicable, the Certification Scheme Owner or Accreditation Body, to make any necessary arrangements to schedule and conduct audits, and make any arrangements for participation of observers, if applicable;
 - d) Provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with 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. 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
- 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；
 - 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）；
 - 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真實準確的資訊和檔，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。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；
 - e) 接受Preferred by Nature確定的監督審核。監督審核的細節，包括審計持續時間、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

conduct short notice and unannounced site visits when deemed necessary to verify conformance with the Certification Requirements and/or protect the integrity of Preferred by Nature's reputation and its related trademarks and logos, as well as the reputation of the Certification Scheme Owner and its related trademarks and logos. The Organisation agrees to cooperate with Preferred by Nature, Accreditation Body and/or Certification Scheme Owner to facilitate such visits and to disclose all information required to conduct the evaluation;

- g) address any non-conformities identified by Preferred by Nature or other parties (such as Accreditation Bodies) in relation to the Certification Requirements within the timeframes specified and in an appropriate manner and to make related evidence accessible to Preferred by Nature;
- h) not edit any certification documents (for example, certification reports or Certificates) and to provide any copies of certification documents in their entirety or to such an extent as to avoid misleading those receiving the certification documents;
- 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

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，認證報告或證書），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；
- 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；

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

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 liable to pay the costs.

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。

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；
- 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 Organisation will pay any fees required by the relevant Certification Scheme Owner and/or Accreditation Body. Organisation acknowledges that the Certification Scheme Owner and/or Accreditation Body may amend its fees from time to time and such amendments are not within the control of Preferred by Nature.
- 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. Certificate validity and scope
- ## 6. 證書有效期和範圍
- 6.1 The basis for issuing a Certificate is a positive certification decision, which is taken by an appointed Preferred by Nature personnel. The certification decision is made taking into account the certification report and the recommendation of the audit team. Preferred by Nature has the right to delay or postpone its certification decision in order to take account of new or additional information that has not already been considered in its audit report and that, in the opinion of Preferred by Nature, could affect the outcome of its evaluation.
- 6.1 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。認證決定考慮到認證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 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 upon a positive certification decision being reached and after this Agreement has been signed and all pending costs and fees have been paid.
- 6.2 組織承認，在該組織獲得Preferred by Nature頒發的證書之前，認證過程並不完整。一旦達成積極的認證決定，簽署本協定，並支付所有待定成本和費用後，Preferred by Nature將發放證書。
- 6.3 The Organisation acknowledges that Preferred by Nature shall not be obliged to enter into or maintain any commercial or other relationship with the Organisation or issue a Certificate previously issued to the Organisation.
- 6.3 組織承認Preferred by Nature沒有義務與組織建立或維持任何商業或其他關係，也沒有義務向組織頒發證書或維持證書有效性。
- 6.4 The length of validity of a Certificate depends on the Certification Requirements, unless Suspended or Terminated early. After this period of validity, a Certificate expires and is automatically Terminated. If the Organisation desires to maintain its Certificate, a reassessment is required. A new Certificate is issued upon the Organisation achieving a positive certification decision. In order to avoid a gap in certification, the reassessment shall be conducted, and the new Certificate shall be issued, prior to the Termination date of the existing Certificate.
- 6.4 證書的有效期取決於認證要求，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。
- 6.5 Preferred by Nature will send a notification directly to the Organisation announcing issuance, Suspension or Termination of any
- 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

Certificate(s). The Organisation acknowledges that such notifications are also the basis for communicating any changes in the validity and number of Certificates, under this Agreement.

- 6.6 The Organisation agrees that Preferred by Nature is not obligated to issue or maintain certification if the activities of the Organisation conflict with the obligations of Preferred by Nature as specified in its accreditation agreement with an Accreditation Body or, 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 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 11.2 or in accordance with decisions made by the Certification Scheme Owner or Accreditation Body.
- 7.2 Upon Suspension or Termination of the Certificate, the Organisation agrees to immediately take the following steps:
- cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
 - cease usage of any claims, labelling or advertising in relation to its certification and certified status;
 - at its own expense, remove all uses of

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 組織同意，如果組織的活動與其與認可機構的認可協議中規定的Preferred by Nature的義務相衝突，或者，Preferred by Nature認為對Preferred by Nature的名譽有不良影響，則Preferred by Nature沒有義務頒發或維持認證。
- 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。
- 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，並與組織商定變更範圍前需要採取的步驟。
- 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。

7. 證書終止和暫停

- 7.1 在向組織發出書面通知後，Preferred by Nature 可基於第11.2節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。
- 7.2 證書暫停或終止後，組織同意立即採取以下步驟：
- 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；
 - 停止使用與認證和認證狀態有關的任何聲明、標籤或廣告；
 - 自費從其產品、檔、廣告和/或行銷材

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.

料以及企業對企業的溝通中刪除

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 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 in accordance with the Certification Requirements.
- 8.4 The Organisation acknowledges the intellectual property rights of Preferred by

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，任何對Preferred by Nature、認證專案所有者或認可機構的名稱、標誌或商標的公開使用，應事先由Preferred by Nature審查和書面批准（如適用）。
- 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

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

- a) the disclosure is to the receiving Party's attorneys or authorised agents;
- b) disclosure is required by law or by a judicial, governmental or regulatory body;
- c) such information is publicly available without any violation of this Agreement by the receiving Party; or
- d) the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party.

- 9.2 Notwithstanding the foregoing:

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

將繼續保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 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；
- c) 該等資訊由接收方在不違反本協定的情況下公開獲得；或
- d) 在提供方披露該資訊之前，接收方可在非保密的基礎上獲得該等資訊。

- 9.2 儘管有上述規定：

- 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

certified organisations and publish Certificate(s) on their websites.

- 9.3 The Organisation agrees that Preferred by Nature designated personnel, as well as personnel and authorised representatives of the Certification Scheme Owner and the Accreditation Body, shall have access to confidential information, audit reports, and other relevant information of the Organisation to the extent required in connection with the accreditation of Preferred by Nature or the certification of Organisation in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorised representatives accompanying Preferred by Nature designated personnel at audits. Preferred by Nature reserves the right to request other supporting information such as shape files and photographs.
- 9.4 In so far as it is necessary for Preferred by Nature or the Certification Scheme Owner to perform their obligations under this Agreement, Preferred by Nature and the Certification Scheme Owner shall be entitled and authorised to process the Organisation's personal and business data in accordance with any applicable data protection legislation.

10. Limitation of liability and indemnification

- 10.1 For the purposes of this Agreement, "Damages" means financial consequences resulting from any claims, demands, causes of action, judgments or settlements, including without limitation, attorney's fees and court costs.
- 10.2 The Organisation agrees that Preferred by Nature is not liable to the Organisation, any customer of the Organisation or any other person or entity for any Damages resulting directly or indirectly from the Organisation's own:
- manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
 - marketing, advertising or promotion of its certified product, enterprise or operation; or

公佈證書。

- 9.3 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。
- 9.4 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. 責任限制和賠償

- 10.1 在本協議中，損害賠償是指任何索賠、要求、訴因、損害賠償、判決或和解的經濟後果，包括但不限於律師費和法庭費用。
- 10.2 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人士或實體承擔責任：
- 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；
 - 對其認證產品、企業或經營進行行銷、廣告或推廣；或

- c) failure to comply with the terms and conditions of the certification hereunder.
- 10.3 The Organisation agrees that in no event shall Preferred by Nature be liable to the Organisation, any Organisation customer or any other person or entity for any indirect, incidental, consequential or punitive Damages, however caused, arising out of or relating to this Agreement. The Organisation agrees not to take any legal action against Preferred by Nature, present any claims for any kind of compensation to Preferred by Nature, or hold Preferred by Nature liable in any way for any Damages or consequences resulting from Termination or Suspension of a Certificate made in accordance with the terms of this Agreement.
- 10.4 Preferred by Nature's total liability to Organisation for any Damages arising out of or in connection with this Agreement shall not exceed, with respect to any one event or series of connected events, the total annual remuneration paid by the Organisation to Preferred by Nature under this Agreement.
- 10.5 Organisation agrees to defend, indemnify and hold harmless Preferred by Nature and its officers, directors, agents and employees against and from all Damages in connection with this Agreement or the certification hereunder including, but not limited to (a) any personal injury, property damage, product liability or other claims arising out of or relating to the manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope, including but not limited to product liability claims; or (b) any claims arising directly or indirectly out of Organisation's failure to comply with the terms and conditions of this Agreement or the certification hereunder, except to the extent that such Damages are attributable to Preferred by Nature's gross negligence or wilful misconduct.
- 10.6 Neither Party to this Agreement shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control (force majeure) and without the negligence or malfeasance of such Party. These causes shall include, but not be restricted to: fire, storm, flood,
- c) 未能遵守認證的條款和條件。
- 10.3 本組織同意，在任何情況下，本組織、任何組織客戶或任何其他個人或實體均不對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。組織同意不採取任何法律行動偏好的性質，提出任何索賠的賠償Preferred by Nature或持有優先責任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。
- 10.4 對於因本協定產生或與本協定有關的任何損害，Preferred by Nature對組織的總責任不得超過組織根據本協定向Preferred by Nature支付的年度總費用。
- 10.5 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。
- 10.6 本協議任何一方均不對因其無法控制的原因（不可抗力）以及該方的疏忽或瀆職而無法或未能遵守本協議的條款負責。這些原因應包括但不限於：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

earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, and acts of any government, including the failure of any government to grant export or import licenses or permits.

11. Term and termination

- 11.1 This Agreement shall be effective after it has been signed by both Parties. Unless terminated sooner as provided under this section 11, the Agreement terminates automatically after the last remaining Certificate is Terminated or expires or once it is determined that the Organisation will not be obtaining certification. If the last Certificate expires in cases where certification will potentially be renewed, this Agreement will be automatically extended for up to four (4) months.
- 11.2 This Agreement may be terminated by any of the following:
- mutual agreement of the Parties;
 - Organisation with thirty (30) days' written notice;
 - Preferred by Nature with ninety (90) days' written notice;
 - Preferred by Nature, if Organisation breaches its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
 - either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
 - Preferred by Nature, immediately, if Organisation, in the sole opinion of Preferred by Nature, violates the principles of Preferred by Nature's Policy of Association and fails to take corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation of such violations in writing;
 - Preferred by Nature, immediately, if Organisation, in the sole opinion of Preferred by Nature, has discredited Preferred by Nature or the Certification Scheme Owner, or if any of the Organisation's activities reflect badly on

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進出口許可。

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。
- 11.2 本協議可由下列任何一項終止：
- 雙方共同商定；
 - 組織，有三十（30）天的書面通知；
 - Preferred by Nature與九十（90）天的書面通知；
 - Preferred by Nature，如果組織違反其在本協定下的義務，並且未能在 Preferred by Nature 定義的時間段內糾正任何違約行為；
 - 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；
 - 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，並且在可能的情况下，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；
 - Preferred by Nature，如果組織在 Preferred by Nature 的唯一意見中，有詆毀 Preferred by Nature 或認證計畫所有者的信譽，或者如果組織的任何活動對 Preferred by Nature 或認證

- the name of Preferred by Nature or the Certification Scheme Owner and Organisation fails to take corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation in writing; or
- h) Preferred by Nature, in accordance with the process and timelines defined in the Certification Requirements.
- 11.3 The Organisation understands and acknowledges that upon termination of this Agreement, all the Certificates issued to the Organisation under this Agreement will also be Terminated.
- 11.4 Upon termination of this Agreement, the rights and privileges of each Party shall immediately cease, and there shall be no liability or obligation on the part of Organisation or Preferred by Nature, except as set forth in the provisions of section 5, clauses 7.2, 9.1, 9.2, all clauses in section 10, and those provisions that by nature are intended to survive termination of the Agreement.
- ## 12. Miscellaneous
- 12.1 This Agreement supersedes and replaces all prior agreements between the Parties with respect to the subject matter contained herein.
- 12.2 This Agreement is governed by and construed in accordance with the laws of Estonia, without regard to any conflict of law principles.
- 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
- 計畫所有者和組織在Preferred by Nature通知組織之後的一定時間內未能採取糾正措施（如果可能的話）；或
- h) Preferred by Nature根據認證要求中規定的過程和期限。
- 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不承擔任何責任或義務，第5條、第7.2條、第9.1條和第10條中的所有條款規定的除外，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。

other amendments to this Agreement shall be agreed to in writing and signed by both Parties.

- | | |
|---|---|
| <p>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.</p> <p>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.</p> <p>12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.</p> | <p>12.5 如果本協議的任何一個或多個條款在任何方面無效、非法或不可執行，本協議其餘條款的有效性、合法性或可執行性不受影響。</p> <p>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。</p> <p>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。</p> |
|---|---|

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.

本協定以中英文兩種文本簽署。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		
Signature and Date / 簽名和日期		

Appendix for GlobalG.A.P.

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

1. Obligations of Organisation

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

GlobalG. A. P 附錄。

本附錄包含的條款和條件只適用於 GlobalG. A. P. 的組織。證書持有者。這些特定條款和條件是附加在本協議的所有其他適用條款和條件之外的。若本附件與本協定其餘部分有衝突或不一致之處，則以本附件條款為準。

1. 組織的義務

- 1.1 本組織同意簽署最新版本的分許可和認證協定，該協定可從GlobalG. A. P. 下載。

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

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

1. Confidentiality and public information

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

PEFC 認證附錄

此附錄包含僅適用於 PEFC 證書持有組織的條款和條件。這些具體條款和條件是協定所有其他適用條款和條件的補充。如果本附錄與協定其餘部分發生衝突或不一致，以本附錄的條款優先。

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 要求的審計報告和其他必要審計記錄的副本，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 Certification

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

1. Obligations of Organisation

1.1 The Organisation agrees that:

- a) for groups, the Organisation agrees to cause each group member to conform to the applicable standards and comply with all obligations thereof, including without limitation all provisions relating to the Organisation under this Agreement;
- b) it shall notify Preferred by Nature in writing within 48 hours of any fundamental departure from its systems and procedures, or of any changes to its management, structure or ownership, or of any other information that could affect the Organisation's conformance with the applicable standards or compliance with applicable law;
- c) it will only take legal action against the Rainforest Alliance upon the final disposition of its dispute through Preferred by Nature's Dispute Resolution Policy and the Rainforest Alliance grievance procedure;
- d) the Rainforest Alliance is entitled to visit, at its own discretion and cost, the Organisation, with or without notification to Preferred by Nature or to the Organisation. The Rainforest Alliance may observe the Organisation during the visit or conduct an audit with or without Preferred by Nature; and
- e) the Rainforest Alliance has the right to request that Preferred by Nature conduct unannounced or investigation audits of the Organisation.

2. Certificate Termination and Suspension

2.1 Upon Suspension or Termination of the

雨林聯盟可持續農業認證附錄

本附錄包含僅適用於雨林聯盟可持續農業證書持有人的組織的條款和條件。這些具體條款和條件是協定所有其他適用條款和條件的補充。如果本彭迪克斯與本協定其餘部分發生衝突或不一致，則以該條款為準。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. 組織義務

1.1 該組織同意：

- a) 對於團體，本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本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本組織，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 組織對本組織進行未經宣佈或調查審核。

2. 證書終止和暫停

2.1 證書暫停或終止后，組織應立即同意：

Certificate, the Organisation shall agree to immediately:

a) Comply to the sell-off requirements defined in the Certification Requirements.

- i. Cease to make any use of any trademark of the Rainforest Alliance to sell any previously labelled product unless such trademark is removed, and/or to make any claims that imply that such product, Organisation's enterprise or Organisation, conforms to the applicable standards.
- ii. At the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of the Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to-business communications, once required by the Certification Requirements.

2.2 Notwithstanding the foregoing, for a period beginning on the effective date of Suspension or Termination of the Certificate and ending on the date that is six (6) months from the Suspension or Termination date, the Organisation may sell certified product in accordance with the Rainforest Alliance Supply Chain Policy and applicable Certification Requirements and policies, which may be amended from time to time.

2.3 If Preferred by Nature decides not to certify or Terminates or Suspends a Certificate, the Organisation may not change its certification body until the next certification audit and cycle after the certification decision was made.

3. Certification claims and trademark usage

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

a) 遵守認證要求中定義的拋售要求。

- i. 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。
- ii. 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。

Trademarks as published on the Rainforest Alliance website.

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

4. Confidentiality and public information

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

- 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。

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.

5. 期限和終止

5.1 本協議可由

- a) 如果Preferred by Nature對認證機構的授權被暫停或取消，則Preferred by Nature會優先選擇 90（90）天的書面通知

Appendix for Roundtable on Sustainable Palm Oil (RSPO)

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

1. Obligations of Preferred by Nature

1.1 In case the scope of Preferred by Nature's RSPO accreditation is reduced, suspended or terminated, Organisation's RSPO Certificate will remain valid until the next annual audit date. In case Preferred by Nature's RSPO accreditation is suspended or terminated within four (4) months of Organisation's next annual audit date, the Organisation is given a three (3) month extension from the expiry date of Certificate by RSPO. Preferred by Nature will inform the Organisation within fourteen (14) days of this change in status and will comply with the Accreditation Body's and RSPO's requirements for transfer of the Certificate to another accredited certification body. If an audit is being performed before the suspension or termination date, but the certification process has not been completed, the RSPO Secretariat, together with the Accreditation Body, will decide about the continuation of the process.

2. Term and termination

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

可持續棕櫚油 RSPO 附錄

此附錄包含僅適用於 RSPO 證書持有組織的條款和條件。這些具體條款和條件是協定所有其他適用條款和條件的補充。如果本附錄與協定其餘部分發生衝突或不一致，優先本附錄的條款。

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計日期後的 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，則協定終止與任何 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 an SBP Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

1. Obligations of Organisation

1.1 The Organisation agrees to:

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

2. Confidentiality and public information

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

本附錄包含僅適用於SBP 證書持有組織的條款和條件。這些具體條款和條件是協定所有其他適用條款和條件的補充。如果本附錄與協定其餘部分發生衝突或不一致，優先本附錄的條款。

1. 組織義務

1.1 組織同意

- a) 提供Preferred by Nature、認證計畫所有者或認可機構人員或授權代表訪問任何設施、資訊、檔和人員以及組織的分包商，並提供Preferred by Nature和認證計畫所有者使用和處理與組織或組織提供的任何資訊的權利，以評估和驗證組織是否遵守認證要求。對於 SBP 申請人和後續證書持有人，此資訊包括但不限於：任何供應基礎報告；Preferred by Nature公共摘要報告；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）。