

# Contractual provisions of the certification body of Holzforschung Austria – FSC<sup>®</sup> Supplementary provisions

## 1. Normative Bases

The core documents relating to the FSC chain of custody certification are:

- FSC-STD-40-004: Chain of Custody Certification
- FSC-STD-40-003: Chain of Custody Certification of Multiple Sites
- FSC-STD-40-007: Sourcing reclaimed material for use in FSC Product Groups
- FSC-STD-50-001: Requirements for use of the FSC® trademarks by certificate holders

In addition to the standards mentioned above, the advice notes and directives to this effect must be observed.

All documents relevant to the certification must be applied in their current versions.

The latest document versions are available for download on the FSC website.

## 2. Obligations of the applicant or certificate holder, resp.

The applicant or certificate holder, resp., is obliged to

- conform with all applicable FSC-certification requirements;
- conform with any conditions set by the certification body for granting or maintaining certification;
- disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years;
- agree to the conduct of evaluations at the required intervals, including the certification body's right to carry out unannounced or short notice audits;
- agree to witness audits of ASI (Assurance Services International);
- agree, that specified information is published, as indicated in the applicable FSC normative documents;
- consider the participation of observers as specified in FSC-PRO-01-017;
- agree, that a complaint is first handled according to the certification body's dispute resolution procedure (see website of Holzforschung Austria) and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents;
- making claims regarding certification consistent with the scope of certification and not making any claims of conformity (or near conformity) with FSC certification requirements until and unless certification is granted;
- not use its certification in such a manner as to bring the certification body, FSC or ASI into dispute and not make any statement regarding its certification that may be considered misleading or unauthorized;

- keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to the certification body when requested, and:
  - .1. take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements;
  - .2. document the actions taken.
- inform the certification body within ten (10) days of changes in the ownership, structure of the organization (e.g. changes in key managerial staff), certified management systems or circumstances which relate to the implementation of FSC certification requirements;
- agree, that in case of reduction, suspension or withdrawal of the scope of certification body's FSC accreditation, the certification of the affected clients will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation;
- to provide documents disclosing annual turnover to the certification body according to FSC-POL-20-005 for the calculation of annual administrative fees (AAF);
- to provide documents granting the certification body the right to impose costs in full to the applicant or certificate holder in the event of a subsequent settlement of administrative fees (AAF) by the FSC, resulting from an incorrect declaration of the annual turnover by the applicant or certificate holder;

### **3. Rights of the Certification body, ASI and FSC**

The applicant or certificate holder, resp.,

- agrees that the certification body has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of the certification body, could affect the outcome of its evaluation;
- agrees that the certification body shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of the certification body as specified in its accreditation contract with ASI, or which, in the sole opinion of the certification body, reflect badly on the good name of the certification body;
- agrees that the certification body and FSC have the right to revise the requirements of certification within the period of validity of the certification, including the revision of costs and fees;
- agrees that the certification body, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients;
- agrees that the certification body has the right to use information which is brought to its attention, to follow up on misuses of the FSC trademarks and of the intellectual property rights held by FSC;
- acknowledges the title of the FSC's intellectual property rights and that FSC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights;
- agrees that the certification body has the right to suspend and/ or withdraw its certification with immediate effect if, in the sole opinion of the certification body, the client is not in conformity with the conditions specified for the maintenance of certification;
- agrees that complaints and appeals shall only be processed by the certification body if they are completed in either German or English. All complaints must be made in writing without exception. The complaint will be dealt with in either German or English, as requested by the complainant.

#### **4. Suspensions or withdrawal of certification**

The applicant or certificate holder, resp., has to meet the following obligations on suspension or withdrawal of certification

- immediately cease to make any use of any FSC trademarks, or to sell any products previously labeled or marked using the FSC trademarks, or to make any claims that imply that they conform with the requirements for certification;
- identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records;
- cooperate with the certification body and with FSC in order to allow the certification body or FSC to confirm that these obligations have been met.

The applicant or certificate holder, resp., must meet the following obligations on withdrawal of certification

- return the certificate to the certification body or destroy the original, and commit to destroy any electronic copies and printed copies in their possession;
- at its own expense remove all uses of FSC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials.

#### **5. Other Provisions**

The certifying body reserves the right to reject certification applications or terminate existing certifications immediately, if reasonable grounds appear (e.g. the organisation's involvement in illegal activities).

The certifying body points out that – if forced by means of statutory or other contractual obligations, confidential information related to the certification process may be passed to third parties – this must subsequently be communicated to the customer. Only in cases where disclosure of information to the concerned customer is prohibited by law, there is exception to this rule.

Customer information that is not available in the public domain, which was not passed on to the certifying body, must be treated with confidentiality, unless the concerned party has provided such information and has given their written consent to make it available to third parties.

Following documents in the latest version form an integral part of this contractual agreement:

- Certification of Chain of Custody - General Information
- General terms and conditions of business of Holzforschung Austria
- Contractual and general provisions of the certification body of Holzforschung Austria

All previous contractual provisions of Holzforschung Austria with the applicant or certificate holder concerning the FSC CoC certification (excl. the application of certification) will cease to be valid at that date.

The certifying body reserves the right to unilaterally amend these provisions. Any amendments must be communicated to the certificate holder before their entry into force. The holder is entitled to a 30 day examination period in which they may object to any amendments. Provided that the certificate holder does not object to these amendments within this period, the new provisions will be effective as agreed by both parties at the end of this period or on the defined date. All previous regulations shall cease to be valid.

The presented contractual provisions are based on the specifications of the FSC-STD-20-001 V4-0 EN. If in doubt or in case of disputes, the original English draft must be obtained for conclusive clarification.

These contractual provisions enter into force on **01.04.2021** indefinitely.