



Czech

Choose certainty.
Add value.

General Terms and Conditions for FSC/PEFC Chain of Custody Certification

valid within the scope of the FSC/PEFC Certification Body of TÜV SÜD Czech s.r.o.
according to
FSC-STD-40-004 and other relevant FSC standards
PEFC ST 2002 and other relevant PEFC standards

TÜV SÜD Czech s.r.o.
Novodvorská 994
142 21 Prague 4, Czech Republic

Preamble:

TÜV SÜD Czech is the holder of FSC and PEFC accreditations and as such has the overall responsibility within the TÜV SÜD group for the expert aspects of FSC/PEFC Chain of Custody Certification as well as for the fulfillment of FSC/PEFC requirements for FSC/PEFC Chain of Custody Certification Process. The legal entities within TÜV SÜD group offering FSC/PEFC certifications according to TÜV SÜD Czech's accreditations to its customers are hereinafter referred to as "TÜV SÜD company".

1. General provisions

TÜV SÜD company offers its clients interested in FSC/PEFC certification (hereinafter referred to as the Client) its services for FSC/PEFC Chain of Custody Certification.

2. Validity scope

2.1 These General Terms and Conditions apply for:

- the FSC Chain of Custody certification for wood and forest products (CoC) according to the following FSC standards: FSC-POL-40-002, FSC-STD-40-003, FSC-STD-40-004, FSC-STD-005, FSC-STD-40-006, FSC-STD-40-007, FSC-STD-20-011, FSC-STD-50-001 and other relevant directives and guidelines which are available on the websites of FSC and TÜV SÜD Czech or upon request from TÜV SÜD company.
- the PEFC Chain of Custody certification for wood and forest products (CoC) according to the following PEFC standards: PEFC ST 2002, CFCS 2002 and other relevant directives which are available on the websites of local PEFC offices.

2.2 The certification process includes the examination of documentation, a certification audit on site and, subject to the fulfillment of all certification criteria, the issue of the certificate, approval of the FSC trademark use, surveillance audits and possibly the re-certification audit.

3. Certification procedure

3.1 Preparation of the Client for evaluation and certification

3.1.1 After the first contact with TÜV SÜD company the Client shall receive an initial questionnaire – Application for Certification to prepare for the certification. The filled and signed questionnaire is returned to TÜV SÜD company. It serves for preliminary

UniCredit Bank Czech Republic a.s.
Acc. No. 1168829001/2700 CZK
IBAN: CZ0227000000001168829001
Acc. No. 1168829028/2700 EUR
IBAN CZ4927000000001168829028
SWIFT: BACXCZPP

Legal Representatives:
Oleg Spruzina
Tomáš Vít
Prague Municipal Court, section C, inset 38432
Reg. No. 63987121
VAT No. CZ63987121

Phone: +420 239 046 800
Fax: +420 239 046 805
info@tuv-sud.cz
www.tuv-sud.cz

TÜV SÜD Czech s.r.o.
Novodvorska 994/138
142 21 Prague 4
Czech Republic

evaluation whether the CoC system of the Client meets the basic presumptions for the certification audit and to specify the price. The Client shall also appoint a representative of its management as a contact person responsible for the certification process.

3.1.2 As a result of the evaluation, the Client will receive a commercial quotation including the price for the main audit and an indicative price for annual audits. The price is specified for items and is based on how demanding the audit is including the preparation. Apart from the price for the audit the quotation includes the :

- FSC Annual Administration Fee which is specified according to the turnover of the Client according to the applicable version of the FSC-POL-20-005 policy which is renewed annually by the FSC organisation and/or
- PEFC notification fee which is specified according to the turnover or number of employees, depending on the PEFC local rules which are available on the PEFC local websites.

3.1.3 FSC client only: Should the FSC Client agree with the commercial quotation, the FSC Trademark License Agreement is sent to the Client for signature. Signed contract is sent back to TÜV SÜD company.

3.1.4 FSC client only: If all audits are performed to the satisfaction of the auditor and TÜV SÜD Czech as the certification body, the Client receives the FSC certificate and, based on the signed FSC Trademark License Agreement, a specific code for the FSC logo generator on www.info.fsc.org, which entitles it to use of the FSC trademark on certified products and for promotion upon prior approval by TÜV SÜD Czech. The absence of a valid FSC Trademark License Agreement is treated as a formal major non-compliance. Failure to close this major non-compliance can lead to the suspension of the certificate.

3.1.5 TÜV SÜD company shall communicate the name of the suggested auditor to the Client. The rules shall be observed stipulated in standards and regulations about unacceptable consulting activities of auditors. The Client is entitled to reject any appointed auditor and the certification body shall suggest other auditors.

3.1.6 Upon the recommendation by the auditor, the Client can request a pre-audit. The objective of the pre-audit is to show the weak points of the system. The scope of the pre-audit is agreed with the Client. The Client is informed about the results in the closing meeting. A Pre-audit Report may be additionally agreed on. The pre-audit is not a necessary precondition for certification. The Client cannot derive any entitlement to a certificate from the fact that a pre-audit was performed. Important: only one pre-audit may be performed.

3.1.7 In this preparatory stage the auditor examines available documentation of the Client's Chain of Custody system and prepares an audit plan which shall be sent to the Client for approval and comments prior to the audit. In the same document the relevant FSC/PEFC standards are specified. It is also specified if it is a single, group or multisite certification, if FSC Controlled Wood, minor components or PEFC raw material from controversial sources are involved and if the certification is partial or full project certification.

3.1.8 In the case of a group or multisite certification, or of the involvement of outsourcing or supply of FSC Controlled Wood or reclaimed material, the auditor assesses the risk of damage for the FSC Chain of Custody and by sampling accordingly specifies the group members or sites which are to be audited.

3.2 Certification audit

3.2.1 The certification audit starts with the opening meeting with the Client, during which the audit plan is confirmed and if necessary adjusted. The auditor presents the Certificate Order to the client to sign; the Client hereby specifies the number of certificates it orders and in which languages they are to be printed. The Client shall be informed about the financial implication of any extra certificates or extra languages. The Client has the right to ask for the Audit report in the local language. The TS legal entity, , will prepare translations

3.2.2 The certification audit is usually performed by one or two auditors; a lead auditor is always present. If any specific technical problem is to be solved during the Chain of Custody audit, a technical expert is invited to participate. The audit consists of documentation evaluation, a review of the practical implementation of FSC/PEFC requirements on site (if relevant) and interviews with employees of the Client, or other involved groups. The audit check list serves as a guideline and does not prevent the auditors from further questioning and checking.

3.2.3 During the audit the auditors examine and evaluate the effectiveness of the Client's FSC/PEFC Chain of Custody system with respect to all requirements of relevant FSC/PEFC standards (all requirements of the audit check list are filled for all visited sites). If the Client desires an FSC Controlled Wood in the scope of the Certificate, the certification audit includes FSC Controlled Wood risk assessment and, if appropriate, also the FSC Controlled Wood verification program.

3.2.4 For operations or (sets of) sites that do not take physical possession of FSC/PEFC-certified material or products in their own or rented facilities, and do not label, alter, store or re-package the products (e.g. sales offices or agents), the auditor may decide to carry out desk audits without the need for on-site visits.

3.2.5 The Chain of Custody audit may be combined with audits of management systems or products, provided all requirements of the particular standards are met and the combination does not have a negative impact on the quality of the audit.

3.2.6 When the audit is finished the Client is informed about the audit results in the closing meeting. Particular records of non-compliances are explained by the auditor and all major non-compliances shall be approved and signed by the Client in the Report on Audit Non-Compliance. If minor and / or major non-compliances are identified, the deadlines for corrective actions are specified.

3.2.7 If major non-compliances are identified during an audit and a new certification audit is necessary to ensure they are corrected, a date is set out for this audit and a price is agreed according to the deadline for the correction of major non-compliances - see 3.3.3.

3.2.8 TÜV SÜD Czech has the right to carry out unannounced or short notice surveillance evaluations.

3.3 Certification evaluation

3.3.1 The audit team evaluates every identified non-compliance to determine whether it constitutes a minor or major non-compliance. Non-compliances lead to corrective action requests recorded in the Audit Report with specified deadlines. If such a deadline is not observed, the certificate can be suspended.

3.3.2 The audit team evaluates the compliance with the requirements with regards to the relevant provisions and specifications as follows:

FSC client only:

A non-compliance is considered **minor** if:

- it is a temporary lapse, OR
- it is unusual/non-systematic, OR
- the impacts of the non-compliance are limited in their temporal and organizational scale, OR
- it does not result in a fundamental failure to achieve the objective of the relevant requirement.

A non-compliance shall be considered **major** if, either alone or in combination with further non-compliances, it results in, or is likely to result in a fundamental failure to achieve the objective of the relevant requirement in the Chain of Custody operation(s) within the scope of the evaluation. This kind of fundamental failure is indicated by non-compliances which:

- continue over a long period of time, OR
- are repeated or systematic, OR
- affect a wide range of the production, OR
- are not corrected or adequately responded to by the responsible managers once they have been identified.

3.3.3 Corrective Action Requests have the following time frames:

- Minor non-compliances shall be corrected within 1 year (under exceptional circumstances within 2 years, for FSC only);
- Major non-compliances shall be corrected within three months (under exceptional circumstances within six months).

If the corrective action has NOT been appropriately implemented within its timeframe then:

- Minor non-compliances become 'major' non-compliances and are to be corrected within a maximum period of three months (or in exceptional circumstances six months).
- Major non-compliances not closed out within the time frame lead to immediate suspension of the certificate.

PEFC client only:

- Minor nonconformities will be removed within 6 months in the case of a certification audit and within 3 months in the case of a surveillance audit or recertification audit. Its closure will be checked during the next audit; this evaluation does not affect the issue of the certificate or any suspension of its validity.
- major nonconformities will be removed within 3 months of identifying the nonconformity. Removing nonconformity, including the corrective actions taken, shall be verified by a subsequent audit. The corrective action plan and schedule for it shall be set up by the organization before the end of the on-site audit.
- observations/recommendations – this means conformity with specified the requirements; identified as an opportunity to improve

3.3.4 The occurrence of five or more major non-compliances in a surveillance audit is considered as a breakdown of the company's Chain of Custody system and the certificate is suspended immediately. A major non-compliance with the requirements of the Chain of Custody standards during the certification audit or re-certification audit is considered as a reason not to issue a certificate. A certificate cannot be issued/re-issued until the major corrective action has been closed out.

3.3.5 A major non-compliance in one member or in one site of a group or multisite certification prevents the issue or re-issue of a certificate for the whole group / multisite.

3.4 Issue of a certificate, surveillance and re-certification audits

3.4.1 After the case is approved by the Advisory Commission of TÜV SÜD Czech of the FSC/PEFC certification body, Client is immediately sent one copy of the Audit Report. The customer has the right to comment on this Report within 14 days, and describe the actions taken or which he intends to take on the findings or on eliminating the discrepancies in order to complete the audit. The certificate is issued based on the positive course of the entire certification process and positive decision by the leading certification body FSC/PEFC on whether to grant the certificate in terms of the internal procedures TÜV SÜD Czech.

3.4.2 In order for a certificate to be issued, the effectiveness of the Client's Chain of Custody system must have been assessed, meaning the documented fulfillment of requirements based on the relevant FSC/PEFC standards using the certification procedure described above with a positive result, without major non-compliances. The payment of all obligations towards TÜV SÜD company and the signing of the FSC Trademark License Agreement (FSC client only) are other conditions, which have to be fulfilled for granting the certificate.

3.4.3 The certificate is valid for five years, provided the annual surveillance audits are performed with positive results. The last day of the (re)certification audit is decisive for the date of the surveillance audits. The surveillance audits are to be performed every year before the date stated on the certificate with a tolerance of -3/+0 month.

3.4.4 During surveillance audits, the auditor checks all requirements of the relevant FSC/PEFC Chain of Custody standards (as during the certification audit) with special attention paid to:

- Internal audits performed by the Client
- Corrective actions performed by the Client since the last audit
- Complaints by customers and communications by stakeholders
- Changes in the documented system.

3.4.5 The surveillance audit is usually performed by one auditor; the date is approved by the Client and the Client shall receive an Audit Report.

3.4.6 In particular justified cases (e.g. complaints filed against the Client, suspicion of serious failure in the Chain of Custody system, significant change of the certificate scope upon the Client's request) an extraordinary short notice audit may be required. The auditor shall notify the Client about such an audit at least 3 weeks in advance, including the price for the audit. The Client is obliged to undergo the audit for upkeeping the certificate.

3.4.7 FSC Clients only: For operations or (sets of) sites that have not produced, labelled or sold any FSC-certified material since the previous audit, surveillance audits may be waived. In this case TÜV SÜD Czech requires the Client to sign the FSC Desk Based Audit Declaration. At the next surveillance audit the auditor reviews all records back to the last annual surveillance audit to ensure that the Chain of Custody system has been maintained and that no material has been produced, labelled or sold as FSC certified. The auditor cannot waive more than two consecutive surveillance audits.

3.4.8 TÜV SÜD Czech may issue a Chain of Custody certificate before the company has taken physical possession of FSC/PEFC certified material if the implemented chain of custody system meets the requirements of relevant FSC/PEFC Standards.

TÜV SÜD Czech however requires the client to include in its documentation a provision on notifying the auditor as soon as FSC/PEFC certified material is available or the production of FSC/PEFC certified material has started. If the client's documentation system does not include this provision, it automatically leads to the issuing of a major non-compliance.

FSC Clients only: The auditor carries out a site visit within three months following receipt of such a notification, if the main evaluation has resulted in any non-compliance related to the management of critical control points. The auditor shall notify the Client about such an audit at least 3 weeks in advance, including the price for the audit. The Client is obliged to undergo the audit for upkeeping of the certificate.

3.4.9 The re-certification audit to extend the certificate for another five years is performed before the expiration of the certificate. Re-certification is performed before the certificate expires to make the new certificate a continuation of the previous one. The effectiveness of the whole Chain of Custody system is checked at the re-certification audit. The procedure and evaluation of the certification audit complies with articles 3.2 and 3.3 of these Terms and Conditions.

3.4.10 The period of validity of an FSC/PEFC certificate does not exceed 5 years. The certificate may be re-issued for further periods as the result of a re-evaluation.

FSC Clients only: The specified expiration period of a certificate may be extended for a single exceptional extension of up to 6 months when justified by circumstances beyond the control of the TÜV SÜD Czech and their Client. Problems in planning or scheduling an evaluation are not considered a justifiable circumstance for an extension per se.

3.4.11 TÜV SÜD Czech can delay or postpone its decision on certification in order to take proper account of new or additional information which has become available and which has not already been considered in its evaluation report and which, in the opinion of TÜV SÜD Czech, could affect the outcome of its evaluation. In this case TÜV SÜD company informs the Client about such circumstances via email as soon as the reason for delay or postponement occurs.

3.4.12 The Client shall not make any claim of conformity (or near conformity) with FSC/PEFC requirements in the area included in the scope of the evaluation until and unless a certificate is awarded.

4. General Conditions

4.1 Duties and responsibilities of the certification body

4.1.1 TÜV SÜD Czech is obliged to handle all information on the Client's organization as confidential and use it only for the agreed purpose. The documents presented shall not be passed to third parties. The only exception is a submission of a detailed report to an arbitration authority in case of a dispute. The Client may relieve TÜV SÜD Czech from these confidentiality obligations. For clarification reasons: FSC/PEFC accreditation authorities are not regarded as "third party" in this respect.

4.1.2 Warranties given by TÜV SÜD Czech to the Client or to third parties shall be governed by Czech commercial law. TÜV SÜD Czech is obliged to supervise the correct use of certification (certificate, certification mark) for the advertising purposes of the Client.

4.1.3 TÜV SÜD Czech is obliged to provide its organisational chart on request.

4.1.4 TÜV SÜD Czech shall inform the Client within thirty (30) days after the reduction, suspension or withdrawal of FSC/PEFC accreditation that the accreditation of TÜV SÜD Czech has been reduced, suspended or withdrawn. FSC client only: In these cases the FSC Clients shall be informed that he has to seek a new FSC-accredited certification body within six (6) months to keep their certificate valid. In the case of reduction, suspension or withdrawal of the FSC accreditation of TÜV SÜD Czech, the certificates of the affected clients will be suspended ipso facto within six (6) months after the date of reduction, suspension or withdrawal of the respective FSC accreditation.

4.1.5 TÜV SÜD Czech is obliged to revise its requirements of FSC/PEFC CoC certification to be in line with valid FSC/PEFC documents within the period of validity of the certificate, including the revision of costs and fees. In all such cases the Client shall be immediately informed.

4.2 Duties and responsibilities of the Client

4.2.1 The Client is obliged to meet the requirements for the Chain of Custody certification and present all information necessary for the evaluation.

4.2.2 The Client shall in time inform TÜV SÜD company about the contact person(s) authorized to act with auditors and shall enable the auditors of TÜV SÜD company, TÜV SÜD Czech (and the FSC/PEFC accreditation authorities) to access relevant operational premises in its headquarters (sites).

4.2.3 The Client is obliged to inform the auditors about:

- All significant changes in the certified system
- Change of the contact person
- Change of FSC/PEFC product groups which should be included in the scope of the certificate
- Changes in its company structure and organization which have substantial influence on the system, particularly new group members in the group or a withdrawal of a group member from the group
- Use of FSC trademark in other words he must send to TÜV SÜD Czech for approval, see articles 4.3.1 and 4.3.5

4.2.4 FSC client only: The FSC Client is obliged to allow the publishing of some non-confidential information on the Chain of Custody system as part of the Public summary FSC CoC certification report (see the data in the database at www.info.fsc.org) and in the case of FSC Controlled Wood to publish the FSC Controlled Wood Risk Assessment. The form is available from TÜV SÜD company. TÜV SÜD Czech shall ensure publication thereof in the database at www.info.fsc.org. The PEFC client is obliged to allow the publishing of information about his certification in the PEFC database.

4.2.5 The Client is obliged to keep records on complaints about its own management system, FSC/PEFC Chain of Custody system and about its own activity and on the way these complaints are processed. At the same time the Client is obliged to make these records available for the auditors.

4.2.6 The Client is obliged to tolerate a witness audit by Forest Stewardship Council (FSC) / Accreditation Services International (ASI) or PEFC accreditation body (ČIA) and provide these organizations with confidential information within the scope requested by the auditors at the audit.

4.2.7 The Client is obliged to acknowledge FSC/PEFC intellectual property rights and that FSC/PEFC organisations shall continue to retain 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.

4.2.8 The Client is obliged to comply with all conditions of TÜV SÜD Czech for maintaining and re-issuing the certificate, including but not limited to the full implementation of any actions required to correct minor non-compliances that were identified prior to the issue of the certificate.

4.2.9 The Client is obliged to return the issued certificate for which TÜV SÜD Czech has exercised the right of withdrawal, within the deadline specified by the TÜV SÜD Czech.

4.3 Use of the certificate, TÜV SÜD Czech certification mark for the Chain of Custody certified system and the FSC trademark

4.3.1 The Client may use the TÜV SÜD Czech certification mark for the Chain of Custody certified system for commercial purposes, e.g. as a proof for third persons and authorities

TÜV SÜD Czech certification mark for FSC Chain of Custody: TÜV SÜD Czech certification mark for PEFC Chain of Custody:



4.3.2 The Client is obliged to use the granted TÜV SÜD Czech certification mark for Chain of Custody no smaller than 15 mm, provided the proportions of script, line thickness and readability are maintained, in colour version according to the sample provided by TÜV SÜD Czech in digital form; in case of the TÜV SÜD Czech certification mark, the version is in Pantone Reflex Blue color. The 3D certification mark may be used by the Client, provided the colour transitions inside the blue field of the certification mark are maintained according to the sample. The Client is not entitled to alter the graphics of the certification mark. The Client shall not place text or other graphics in an area closer to the certification mark than 0.4 times the certification mark's width or combine the certification mark with the graphics.

4.3.3 The misleading and incorrect use of any certificate or the TÜV SÜD Czech Chain of Custody certification mark is not acceptable. The Client is not allowed to adjust or change the certification mark. The authorization to use the certification mark is granted only after a positive decision on certification. If the certification mark is to be used in a different form or in a different way than stipulated in this General terms and conditions, the Client shall submit the intended use of the certification mark to TÜV SÜD Czech for approval. Valid certificate is condition for further use.

4.3.4 FSC client only: The right to use the FSC trademark is granted to the FSC Client upon the execution of the FSC Trademark License Agreement and the issue of an FSC Chain of Custody certificate. TÜV SÜD company shall deliver the FSC Trademark License Agreement to the Client and TÜV SÜD Czech shall pass the agreement to the FSC organization through

FSC database.

PEFC client only:

Granting a certificate with the PEFC logo does not yet entitle the organization to use the PEFC logo; it is only confirmation of compliance with the PEFC schematic. The use of the PEFC logo is subject to the conclusion of a license agreement for the use of the PEFC logo with the PEFC Council or a PEFC unit authorized by the PEFC Council.

4.3.5 FSC client only: After a certificate is granted to the FSC Client, the FSC organization shall assign a specific license number to the Client to use the FSC trademark and an access password for the online trademark generator. In the trademark generator at www.info.fsc.org the Client can produce any design to use the trademark on a product or for promotional use in different language versions.

4.3.6 FSC client only: The use of the FSC trademark is governed by the FSC-STD-50-001 standard. Before any use of the trademark (i.e. on products or for promotional use) the Client shall submit the intended form of the usage to TÜV SÜD Czech (using the e-mail address fsc.trademark@tuv-sud.cz) for approval to prevent any misleading or incorrect use. TÜV SÜD Czech shall inform the FSC Client in writing within two days (by e-mail) about the appropriateness of the use of the trademark and shall approve it in case of correct use. If TÜV SÜD Czech has to consult any special use of the trademark with the workers of FSC International, the Client shall be informed about the necessary extension of the deadline for the trademark approval.

4.4 Termination, withdrawal and suspension of certificate; change of the scope of the certificate

4.4.1 The certificate shall be terminated if:

- the Client goes bankrupt
- the Client is taken over by another entity (liquidation with an ensuing successor company)
- the contract is terminated by the withdrawal or termination by the Client
- the validity period expires and the owner does not apply for prolongation (re-certification)

4.4.2 The certification body (TÜV SÜD Czech) is entitled to withdraw a certificate if:

- in the opinion of TÜV SÜD Czech, the Client is not in compliance with the conditions specified for the maintenance of the certificate
- the certificate is misused (used for other purposes than certified, e.g. for a company which has not yet been certified, or for another separate part of the company which was not included within the original certification scope or for another scope of activities)
- the surveillance audit shows that the requirements for the FSC/PEFC Chain of Custody certification are not met by the Client any more (the existence of major non-compliances) and at the same time article 4.4.3 hereof is not applied
- the surveillance audit cannot be performed due to reasons on the side of the Client and at the same time article 4.4.3 hereof is not applied
- the certificate holder rejects in writing the amendments of the General Terms and Conditions for FSC/PEFC Chain of Custody Certification within six weeks after they came in force, or he had the opportunity to become acquainted with them
- the payment for the work of TÜV SÜD company is not paid within the specified deadline (even after notice)
- other reasons for withdrawal appear by breaking this General terms and conditions.

4.4.3 TÜV SÜD Czech is entitled to suspend the certificate if:

- The surveillance audit cannot be performed in the regular time specified in the General terms and conditions due to reasons caused by the Client and the Client asks to postpone the surveillance audit and the Head of the TÜV SÜD Czech FSC/PEFC Certification Body decides positively after considering the reasons. The certificate is suspended until the regular supervisory audit is performed on an expressly specified date, however this must be at most six months from the original date, whereas the date of the last day of the (re)certification audit is regarded as the original date. If the deadline is not met due to reasons caused by the Client, article 4.4.2 applies analogically.
- The surveillance shows that some requirements for the FSC/PEFC Chain of Custody certification are not observed by the Client but TÜV SÜD Czech may justly expect the removal of non-compliances (see 3.3.1) within a specified deadline, however this must be at most three months from the surveillance audit. If the deadline is not met due to reasons caused by the Client, article 4.4.2 applies analogically.

The longest allowed period for a certificate to be suspended is nine months, after that the certificate is either renewed provided the requirements for the certificate validity mentioned above are met, or the certificate is withdrawn according to article 4.4.2 of these Terms and Conditions. According to article 4.4.3 the Client is informed in writing that until the certificate is renewed, the Client is not authorized to claim that his Chain of Custody system is certified, nor to use the certificate and TÜV SÜD Czech certification mark in connection with his Chain of Custody system nor to use the FSC trademark/PEFC logo as evidence that his FSC/PEFC Chain of Custody system is certified. TÜV SÜD company shall check this at the next surveillance audit at the latest.

4.4.4 If a certificate is suspended or withdrawn, the Client undertakes immediately to:

- cease to make or allow to be made any use of the FSC trademarks/PEFC logo, or sell or allow to be sold any products previously considered as FSC/PEFC certified and/or labeled or marked using the FSC trademarks/PEFC logo, or make any claims that imply that they comply with the requirements for certification.
- return the certificate to TÜV SÜD Czech or destroy the original, and to destroy any electronic copies and hardcopies in his possession
- confirms by written receiving and understanding of the information letter to the FSC/PEFC CB
- remove at his own expense all uses of the FSC/PEFC name, initials, logo, certification mark or trademarks from his products, documents, advertising or marketing materials
- identify all relevant existing customers, and advise in writing those customers that the certificate has been suspended or withdrawn within three (3) business days of the suspension or withdrawal, and to maintain records of that advice
- cooperate with TÜV SÜD Czech and with FSC/PEFC organisations in order to allow TÜV SÜD Czech or FSC/PEFC to confirm that these obligations have been met.

4.4.5 If a certificate is terminated according to article 4.4.1, suspended according to article 4.4.3 or withdrawn according to article 4.4.2, TÜV SÜD Czech shall inform the Client by a letter or e-mail and remove the Client from the list of certified entities at www.info.fsc.org/www.pefc.org. The Client is not authorized any more to claim that his CoC system is certified or to use the certificate and certification mark of TÜV SÜD Czech for Chain of Custody or the FSC trademark as evidence of certification.

4.4.6 The Client may ask the TÜV SÜD company to change the scope of the certificate. Such an alteration cannot result in an extension of the certificate's expiry date beyond the time period for which it was originally issued. TÜV SÜD company is entitled to visit the certified entity prior to the decision to change the scope of a certificate. This is done especially in cases of significant changes in the Chain of Custody system and in the Client's organizational structure, see 3.4.6. After a change of scope, it is in some cases necessary to issue a new certificate with the new scope. The old certificate shall be returned by the Client to TÜV SÜD Czech or destroyed.

4.5 Certification records

TÜV SÜD Czech maintains records on FSC/PEFC CoC certification audits, surveillance audits and re-certification audits which document the performance of the service. FSC documentation is archived for seven years. PEFC documentation is archived for five years (from the certification validity termination). TÜV SÜD Czech also keeps a list of certified clients with the specification of certification scope, product groups and expiration period of the certificate. This list is available on request. TÜV SÜD Czech also informs the FSC/PEFC organization about the issuing of FSC/PEFC Chain of Custody certificates including the public summary of FSC Chain of Custody certification reports. The FSC/PEFC organization publishes a list of valid certificates on its website including the public summary FSC Chain of Custody certification reports.

4.6 Notification about changes in the certification procedure

FSC Client only: TÜV SÜD Czech shall inform the Client by e-mail about substantial changes in its certification and auditing procedures or about changes in standards and regulations on which the certification is based. Client informs TÜV SÜD Czech about the changes of his e-mail adress for delivering of informations. Client is obliged to confirm by writing that he received and understood announced changes. Reports on these changes and updated applicable versions of FSC/PEFC certification standards are available for the Client through the website of TÜV SÜD Czech.

5. Complaints and appeals

5.1 The client may appeal against the result of the certification process (decision of TÜV SÜD Czech about the issue of a certificate – see article 3.4) and file a complaint against the evaluation actions and procedures by the certification body.

5.2 The client shall file the complaint or appeal in writing, with reasoning and proof for the claim.

5.3 A complaint or appeal related to the evaluation or certification results is decided by the Head of the TÜV SÜD Czech FSC/PEFC Certification Body as the first appeal and by the TÜV SÜD Czech Certification Council as the second appeal. An appeal may be filed against the first appeal decision.

5.4 The appeal may be filed within 14 days after the documented written notification about the result is received by the Client, a complaint within 14 days from the moment its cause appeared. The first appeal shall be decided within 30 days from filing or shall be submitted to the second appeal within the same deadline. The second appeal authority shall decide within 30 days at most from the delivery of documents by the first appeal; the Client shall be informed within following 10 days.

5.5 Other details are specified in the Procedure for dealing with complaints, appeals and disputes of the TÜV SÜD Czech FSC/PEFC Certification Body which is available for the Client upon request and its public summary may be downloaded from the website of TÜV SÜD Czech.

6. Final provisions

6.1 With each order for FSC/PEFC Chain of Custody Certification the client proclaims that he is acquainted with and agrees to comply with the current version of the General Terms and Conditions for FSC/PEFC Chain of Custody Certification as terms of the contract. Existing contractual relationships are governed by the respectively valid versions of this document. Up-to-date versions of the General Terms and Conditions for FSC/PEFC Chain of Custody Certification are accessed on the Internet under www.tuv-sud.cz and can be sent on request

7. Duration and amendments to the General Terms and Conditions

7.1 These General Terms and Conditions shall come in force on 1 November 2012. They shall cease to apply as soon as new General Terms and Conditions come in force.

On behalf of TÜV SÜD Czech s.r.o.:
Jana Bačinová
Head of TÜV SÜD Czech PEFC/FSC Certification Body

Miroslav Holý
Head of TÜV SÜD Czech Product Certification Body (PEFC)