



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 and/or
PEFC ST 2002 and other relevant PEFC standards

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

1. Preamble:

The FSC / PEFC Certification Body at TÜV SÜD Czech s.r.o is the holder of FSC and PEFC accreditations and as such has the overall responsibility within the TÜV SÜD group for the FSC/PEFC Chain of Custody Certification. Other legal entities within TÜV SÜD group offering FSC/PEFC certifications according to TÜV SÜD Czech's accreditations to its client are hereinafter referred to as "TÜV SÜD company".

The Certification Body is not 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.

2. Scope

2.1 These General Terms and Conditions apply for:

- The FSC Chain of Custody certification (CoC) according to the latest versions of the FSC standards: 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 (ic.fsc.org/) and TÜV SÜD Czech.
- The PEFC Chain of Custody certification for wood and forest products (CoC) according to the following PEFC standards: PEFC ST 2002, PEFC ST 2001 CFCS 2002 and other relevant directives which are available at www.pefc.org

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

The client agrees to the certification procedure described below

3. Certification procedure

3.1 Preparation of the Client for evaluation and certification

3.1.1 The information provided by the client in the "Application form for FSC® / PEFC Chain-of-Custody Certification" provides the basis for the certification. With the signature on the document the client confirms the correctness of the data presented there. Any changes shall be communicated to the Certification Body in writing. In the application form the client shall disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years.

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Slovakia, a.s.

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3.1.2 Based on the application form, the Client receives a commercial quotation including the price for the main audit and annual surveillance audits, as well as information on the:

- FSC "Annual Administration Fee" which is based on 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 national rules which are available on the PEFC national websites.

3.1.3 FSC client only: Together with the quotation, the FSC Client receives the FSC Trademark License Agreement. The acceptance of the FSC Trademark License Agreement is pre-condition for any FSC audit offered by TÜV. The signed contract and signed FSC Trademark License Agreement is sent back to the TÜV SÜD company.

3.1.4 TÜV SÜD company communicates the name of the proposed audit team to the Client; this shall help the client to identify any potential conflict of interest. The Client is entitled to reject any appointed auditor if a conflict of interest might occur. In this case, the certification body shall suggest another auditor. The Certification Body reserves the right to carry out a monitoring audit of audit team members to evaluate the quality of their work. The Head of Certification Body decides on the composition of the audit team and ensures that the audit team meets the required qualification for carrying out the audit.

3.1.5 The Client can request a pre-audit. The objective of a pre-audit is to show the weak points of the system. 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. Only one pre-audit may be performed.

3.1.6 Before each audit, the auditor prepares an audit plan which is sent to the Client prior to the audit. Relevant FSC/PEFC standards are specified in the audit plan, including the information if it is a single, group or multisite certification, if FSC Controlled Wood or PEFC raw material from controversial sources are included in the scope of the audit, or in case of a project certification if it is a partial or full project certification.

3.2 Conducting the Audit

3.2.1 Each audit starts with an opening meeting with the Client, during which the audit plan is confirmed and if necessary adjusted. The client shall sign the audit plan and confirm also the current annual turn-over in wood and fibre products of the certificate holder. Based on this information the FSC AAF and/or PEFC notification fee is adjusted if needed.

3.2.2 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. The audit consists of a documentation review, a review of production process on site (if relevant) and interviews with employees of the Client, or other involved groups. If required, the auditor can request that interviews with staff is conducted without the presence of a management representative so that comments can be given in confidence.

3.2.3 For Organizations or (sets of) sites that have not taken 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.

3.2.4 When the audit is finished, the Client is informed about the audit results in a closing meeting. Particular records of non-compliances are explained by the auditor. If minor and / or major non-compliances are identified, the deadlines for corrective actions are specified. If required, dates for a re-audit shall be fixed.

3.2.5 In case a certificate shall be issued, the client signs the "certificate order" with information regarding the scope of the certificate, the products to be included, the correct address of the certificate holder and other relevant information.

3.3 Audit Results

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 met, the certificate is suspended.

3.3.2 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 systematic, OR
- affect a wide range of the production, OR
- affect the integrity of the FSC system, OR
- are not corrected or adequately responded to by the responsible managers once they have been identified.

The auditor may also identify “observations”, which are the early stages of a problem which does not yet constitute a nonconformity, but which the auditor considers may lead to a future nonconformity if not addressed by the client.

3.3.3 Corrective Action Requests have the following time frames:

- Minor non-compliances shall be corrected within one (1) year (under exceptional circumstances within two (2) years, for FSC only);
- Major non-compliances shall be corrected within three (3) months (under exceptional circumstances within six (6) 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.
- The absence of a valid 'License Agreement for the FSC Certification Scheme' shall be treated as a major nonconformity which has to be corrected in a period of maximum two (2) weeks. Failure in closing this major nonconformity shall lead to the suspension of certification.

PEFC client only:

- Minor non-conformities shall be closed within twelve (12) months in the case of a certification audit and within 12 months from the non-conformity findings in case of surveillance or recertification audit.
- Major non-conformities shall be closed within 3 months from the non-conformity finding. Non-conformity closing, 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 – are issues in conformity with a specified requirement. However, the auditor considers that in future it may lead to a non-conformity if not addressed by the client.
- Minor and major non-conformities shall be closed before the certification or recertification is granted. The corrective measures must be checked by Certification Body.

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 within ten (10) days. 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 audit is approved by the FSC/PEFC Certification Body the Client receives the Audit Report. The client has the right to comment on this Report or appeal against the certification decision within 14 days.

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. This implies compliance with all relevant FSC standards requirements without major non-compliances and/or all relevant PEFC standards requirements without major or minor non-compliances. The payment of all obligations towards the 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 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. The client is obliged to notify TÜV SÜD as soon as FSC/PEFC certified material is available or the production of FSC/PEFC certified material has started.

FSC Clients only: The audit team must carry out an additional audit within three (3) months following receipt of the first certified material, 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 three (3) weeks in advance, including the price for the audit. The Client is obliged to undergo the audit for keeping of the certificate.

3.4.4 The certificate is valid for five years, provided the annual surveillance audits are performed with positive results.

A surveillance audit is scheduled 12 months after the last day of the previous audit.

A client can however decide to have a surveillance audit up to 15 months after the last day of the audit if it is still conducted in the same calendar year as original due date. In this case, the client shall inform the FSC/PEFC Certification Body in writing (letter or email) before the original due date.

In case there are pending non-conformities with a deadline before the new audit date, the client must ensure that these non-conformities are closed and assessed by the audit team in time. In case additional effort is needed by the audit team to close these non-conformities, additional costs can be charged to the client.

If the deadline is not met due to reasons caused by the Client, article 4.4.2 applies analogically.

3.4.5 During surveillance audits, the auditor checks all requirements of the relevant FSC/PEFC Chain of Custody standards (as during the certification audit). In addition, special attention will be paid to:

- FSC and/or PEFC purchases, production and/or sales activities, including a material balance
- Internal audits performed by the Client (if applicable)
- Corrective actions performed by the Client since the last audit
- Complaints by customers and communications by stakeholders
- Changes in the documented system.

The client is obliged to announce changes in the CoC system to the audit team prior to the audit date, in order to ensure that audit planning can be updated in necessary.

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 three (3) weeks in advance, including the price for the audit. The Client is obliged to undergo the audit for keeping the certificate.

3.4.7 FSC Clients only:

For operations or (sets of) sites that did not perform any activities under the scope of the CoC certificate since the previous FSC audit (did not produce, label, or sell any FSC-certified material) and did not source controlled material or sell any FSC controlled wood since the previous audit, surveillance audits may be waived. In this case the Client shall submit a formal "request to waive the audit", based on a template provided by the Certification Body. 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 Certification Body cannot waive more than two consecutive surveillance audits.

PEFC Clients only:

The annual on-site surveillance audit at the client organisation's premises can be replaced by other audit techniques, such as documentation and records review. The period between two on-site surveillance audits shall not exceed two (2) years where:

- a) the certification body can demonstrate that audit techniques used deliver sufficient confidence in the certified entity's compliance with the certification criteria,
- b) the organisation is a micro enterprise,
- c) no nonconformity was raised during the previous audit,
- d) the organisation's procurement does not include high risk supplies, and
- e) the client provides the certification body with all relevant records required by the chain of custody standard or a list of all the records which allow the certification body to apply an independent sampling.

The on-site surveillance audit can also be avoided and replaced by other audit technique if evidence can be provided that the organisation has not procured or sold any certified material and has not made any claims on certified material since the last audit. The period between the on-site surveillance audits shall however not exceed two (2) years.

3.4.8 Re-certification audit should be conducted two months prior to the expiry of the certificate, in order to ensure a continuous certification.

3.4.9 The period of validity of an FSC/PEFC certificate shall not exceed five (5) years. A 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 six (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.

3.4.10 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 the TÜV SÜD company informs the Client about such circumstances via email as soon as the reason for delay or postponement occurs.

3.4.11 Higher audit frequency and unannounced or short notice surveillance evaluations:

The Head of the FSC/PEFC Certification Body can decide on carrying out more frequent audits. The decision depends on factors such as:

- the scale of the operation (the quantity of production in the case of a manufacturer, or the value and/or volume turnover in the case of a trader);
- the complexity of the Chain of Custody control system;
- results of risk assessment in the case of group certification;
- the experience and track record of the operators involved (managers and personnel, contractors);
- the number and nature of any non-compliances identified by the certification body;
- the number and nature of any complaints submitted by stakeholders.
- The Certification Body assumes a significant threat of breakdown of the customer's FSC CoC system

NOTE: FSC and ASI reserves the right to request higher surveillance frequencies from certification bodies for certain geographical areas or certification services that are deemed "*challenging*" by FSC as the result of an internal risk assessment. The client is informed by Head of FSC CB in writing.

3.4.12 Unannounced or short notice audits are carried out by the Certification Body in case there is a significant threat of breakdown of the customer's FSC CoC system. The decision if such an audit is carried out is taken by the decision of the FSC/PEFC Certification Body based information and /or complaints received.

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 confidential and use it only for the agreed purpose. The documents presented are not 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 and logo) for advertising purposes of the Client.

4.1.3 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.

4.1.4 TÜV SÜD Czech has the right to revise its requirements of FSC/PEFC CoC certification 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 conform with all applicable certification requirements and conform with any conditions set by the certification body for granting or maintaining certification (including in particular the evaluations at the required intervals, including the certification body's right to carry out unannounced or short notice audits);

4.2.2 The Client agrees that the certification body has the right to suspend and/ or withdraw its certification with immediate effect as specified in section 4.4 if, in the sole opinion of the certification body, the client is not in conformity with the conditions specified for the maintenance of certification;

4.2.3 The client 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. The client agrees that ASI can conduct witness audits during regular surveillance audit carried out by the Certification Body, or independent from the regular surveillance audits ("compliance audits"). The client is obliged to provide information on FSC transactions (purchase and sales of products with FSC claim) at the request of the CB in a timely manner (i.e. by providing a response as soon as possible)

4.2.4 The Client is obliged to 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, including;

- Change of the contact person
- Change of FSC/PEFC product groups which should be included or excluded in the scope of the certificate
- FSC client only: Annual turnover of all certified and uncertified forest products and products containing wood or fiber components.

4.2.5 FSC client only: The FSC Client agrees to publishing the certificate status and scope of certificate on the FSC database (www.info.fsc.org), and if applicable the publication of non-confidential information as part of the FSC Public summary report in the case of FSC Controlled Wood, and to publish the FSC Controlled Wood Risk Assessment. The Certification Body is further required to report to FSC in case the client reported no FSC sales since the previous audit, as well as non-conformities, suspensions, terminations, and removal of participating sites due to false claims and/or fraud made by the client. This information is not published, but available to FSC and ASI.

The PEFC client is obliged to allow the publishing of information about his certification in the PEFC database.

4.2.6 The Client is obliged to keep records 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:

- take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC/PEFC certification requirements;
- document the actions taken.

4.2.7 The Client agrees to witness audit by Accreditation Services International (ASI) or PEFC accreditation body (ČIA) provide these organizations with information within the scope requested by the auditors at the audit.

4.2.8 FSC client only: ASI can conduct Traceability and Forensics assessments via a review of certification documents and/or a physical analysis of certified product samples. Therefore, ASI can request specific supply chain documents from the Certification Body or FSC Certificate Holder and collect certified product samples for evaluation.

According to the ASI procedure "ASI-PRO-20-110-Traceability and Forensics" the client is obliged to deliver specific supply chain documents and provide physical samples of certified products for evaluation according to ASI request within a deadline up to maximum ten (10) working days.

4.2.9 FSC client only: The client shall consider the participation of observers as specified in FSC-PRO-01-017. The client can reject the application following the FSC Procedure above.

4.2.10 The Client is obliged to acknowledge FSC/PEFC intellectual property rights and that FSC/PEFC organisations 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.

4.2.11 The Client shall not make any claim of conformity (or near conformity) with FSC/PEFC requirements until and unless a certificate is awarded. Any claims of the client shall be consistent with the scope of the certification

4.2.12 The Client shall not use its certification in such a manner as to bring the certification body, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized;

4.3 Use of the certificate and the FSC trademark

4.3.1 The misleading and/or incorrect use of any certificate is not acceptable.

4.3.2 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 standard. 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.

4.3.3 FSC client only:

After a certificate is granted to the FSC Client, the FSC assigns 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.

4.3.4 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 FSC Certification Body (using the e-mail address fsc.trademark@tuv-sud.cz) for approval to prevent any misleading or incorrect use.

The Certification Body shall approve or reject in writing the FSC Client's request within two business days (by e-mail). If TÜV SÜD Czech has to consult any special use of the trademark with the staff of FSC International, the Client shall be informed about the necessary extension of the deadline for the trademark approval.

4.3.5 The client 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;

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 client terminates or withdraws from the contract
- the validity period expires and the owner does not apply for prolongation (re-certification)

4.4.2 The FSC/PEFC Certification Body suspends the certificate if:

- The surveillance audit cannot be performed in the regular time specified in the General terms and conditions – article 3.4.4
- Five (5) or more major nonconformities are identified in a surveillance audit.
- The deadline for closing of the non-conformities is not met due to reasons caused by the Client.

The client is informed about the suspension of the certificate by the Certification Body in writing latest within five (5) working days after the certification decision has been taken. The certificate shall be suspended within ten (10) days of the certification decision being taken

The maximum period that a certificate may remain suspended is twelve (12) months. After this period, the certificate shall be withdrawn, unless all major non-conformities have been successfully closed or the reasons for the suspension are resolved.

4.4.3 The FSC/PEFC certification body (TÜV SÜD Czech) withdraws a certificate if:

- in the opinion of the Certification Body, the Client is not in compliance with the conditions specified for the maintenance of the certificate
- the certificate is misused (e.g. products or parts of the organization which is not in the scope of the certificate use it for promotion)
- 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.

4.4.4 If a certificate is suspended or withdrawn, the Client is required immediately after he is informed about the suspension to:

- confirm in writing the receipt and understanding of the information letter to the FSC/PEFC Certification Body;
- cease to make any use of the FSC trademarks / PEFC logo, or sell any products previously considered as FSC / PEFC certified and/or labelled or marked using the FSC trademarks/PEFC logo, or make any claims that imply that they comply with the requirements for certification;
- identify all relevant existing customers, and inform them in writing within three (3) business days of the suspension or withdrawal that the certificate has been suspended or withdrawn, and to maintain records of that information;
- cooperate with TÜV SÜD Czech and with the FSC and/or PEFC organisations in order to allow them to confirm that these obligations have been met.

In addition to the above, in case of withdrawal of a certificate, the client is required to:

- return the certificate to the FSC/PEFC Certification Body or destroy the original, and to destroy any electronic copies and hardcopies in his possession;
- remove at his own expense all uses of the FSC/PEFC name, initials, logo, trademarks from his products, documents, advertising or marketing materials

4.4.5 If a certificate is terminated according to article 4.4.1, suspended according to article 4.4.2 or withdrawn according to article 4.4.3, the Certification Body 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 and /or www.pefc.org . The Client is not authorized any more to claim that his CoC system is certified or to use the certificate of TÜV SÜD Czech for Chain of Custody or the FSC trademark as evidence of certification.

4.4.6 The Client may ask the Certification Body 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 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 the Certification Body or destroyed.

4.5 Certification records

The Certification Body maintains records on FSC/PEFC CoC audits. FSC documentation is archived for seven years. PEFC documentation is archived for five years (from the certification validity termination).

4.6 Notification about changes in the certification procedure

FSC Client only:

The TÜV SÜD Czech FSC Certification Body 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. The client informs the Certification Body about the changes of his e-mail address for delivering of information. Client is obliged to confirm in writing that he received and understood the 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. Appeals against Certification Decisions

5.1 The client may appeal against any certification decision taken by the FSC/PEFC Certification Body of TÜV SÜD Czech.

Any appeal shall be filed in writing, with a clear description of the appeal and objective evidence to support each element of the appeal. The appeal shall also include the name and contact information of the submitter. The appeal shall be submitted to the FSC/PEFC Quality Manager of TÜV SÜD Czech s.r.o.: Novodvorska 994/138, 142 21 Prague 4, Czech Republic. Email: quality@tuv-sud.cz, FAX +420 239 046 805

5.2 An appeal may be filed within 14 calendar days after the written notification about a certification decision is received by the Client. Details regarding the procedure for handling complaints and appeals are publicly available on the TÜV SÜD Czech webpage or upon request.

5.3 A complaint is first handled according to the certification body's dispute resolution procedure and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents.

6. Final provisions

6.1 With the signature on the "Certification Agreement" the client proclaims that he is acquainted with and agrees to comply with the General Terms and Conditions for FSC/PEFC Chain of Custody Certification. 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 can be 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 01 February 2017. 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.:

Ludek Maryška

Head of TÜV SÜD Czech FSC Certification Body

Radovan Svoboda

Head of TÜV SÜD Czech Product Certification Body (PEFC)