



附件 1

特殊条款和条件

FSC®和/或PEFC和/或SFI认证协议

FSC的审核服务是与ASI认可的Neocert Certificações Florestais e Agrícolas Ltda.共同提供的。认证申请人应遵守Neocert作为认证机构发证的一般条款和条件。

1. FSC、PEFC、SFI认证要求 2023-06-20

1.1. 合同

通过签署本合同，认证申请人同意：

- 符合FSC和/或PEFC和/或SFI认证的相关规定；
- 支付认证评估产生的所有指定费用和成本；
- 遵守FSC和/或PEFC和/或SFI对监控和发布信息的要求；
- 对认证提出符合认证范围的声明，并且在授予认证之前不对FSC认证要求进行任何符合性（或接近符合性）的声明；
- 仅就已授予认证的范围提出有关认证的权利要求；
- 遵守并继续遵守NEOCERT认证授予和维护证书的所有条件，包括但不限于全面实施纠正证书颁发前发现的轻微违规行为所需的任何行动；
- 披露过去五年内FSC和/或其他林业认证计划的当前或以前的申请或认证；
- 遵守FSC, PEFC, SFI规定的条件，以使用商标，销售或推广使用商标的产品，以及提出与FSC, PEFC, SFI或遵守FSC, PEFC, SFI标准有关的任何声明；
- 同意认证机构、FSC和ASI有权访问机密信息，检查认为必要的文件，以及访问向客户提供外包服务的相关设备，位置，区域，人员和机构；
- PEFC理事会或国家政府机构访问适用和相关机密信息的权利；
- 同意，按照适用的FSC和/或PEFC和/或SFI规范性文件中的说明发布指定信息；
- 为进行评价作出一切必要安排，包括为评价目的审查文件和进入所有领域、记录、信息和人员的规定，以及观察员参与的安排（如适用并遵守观察员程序）；
- 考虑FSC-PRO-01-017中规定的观察员参与；
- 同意在规定的時間間隔进行评估，包括认证机构进行突击或短时间内审核的权利；
- 同意ASI的见证审核；
- 接受NEOCERT使用分包商作为FSC和/或PEFC和/或SFI审核员；
- 允许FSC访问其场所以及访问所有必要的文件和信息；
- 允许NEOCERT使用提请NEOCERT注意的信息，以跟进FSC商标和FSC持有的知识产权侵权行为；
- 同意，投诉首先根据认证机构的争议解决程序处理，如果无法解决，则在与FSC规范性文件相关的审核结果不一致的情况下，将提交给ASI，最终提交给FSC；
- 确认FSC知识产权的所有权，并继续保留知识产权的全部所有权，任何内容均不得视为客户使用或导致使用任何知识产权的权利；
- 不得以损害认证机构、FSC或ASI声誉的方式使用其认证，也不对其认证做出任何可能被视为误导或未经授权的宣传；
- 同意NEOCERT有权延迟或推迟其认证决定，以考虑其审核报告中尚未考虑的新的或额外的信息，NEOCERT认为这些信息可能会影响评估结果。

如果FSC受控木材在本认证范围内，请注意，为了获得FSC受控木材认证代码，公司需要拥有有效的FSC产销监管链证书。

如果公司的活动与FSC和/或PEFC和/或SFI的认可合同中规定的认证机构的义务相冲突，或对NEOCERT的良好声誉产生不良影响，或就其FSC和/或PEFC和/或SFI产品认证做出任何声明，NEOCERT保留破坏其认证和商业关系的权利考虑误导或未经授权。

如果公司向他人提供证明文件的副本，则应完整复制这些文件。

当存在基本证明的原因时，NEOCERT可以拒绝向客户提供认证服务，例如非法活动，反复不符合认证要求的历史以及类似问题。



如果NEOCERT的FSC和/或PEFC和/或SFI认证范围减少、暂停或撤销，受影响客户的证书将在FSC和/或PEFC和/或SFI认证范围减少、暂停或撤销之日起六（6）个月内暂停。

请参阅下面有关集体和多地点认证的其他要求。

1.2. 报告变更

客户必须在所有权、组织结构（例如关键管理人员的变更）、认证管理体系或与认证要求实施有关的情况发生变化后十（10）天内通知认证机构；

NEOCERT保留在决定是否允许更改证书范围之前检查受认证活动现场的权利。

请参阅下面有关集团和多地点认证的其他要求。

1.3. FSC商标使用

证书持有人对认证机构名称和标识以及FSC商标的所有使用均应事先获得认证机构的批准，并遵守FSC和NEOCERT指南。

请参阅下面有关集团和多地点认证的其他要求。

1.4. 认证决定—在有条件认证的情况下

通过签署本合同，申请人同意在签发有条件证书后满足任何指定的条件。

1.5. 监督审核

对FSC和/或PEFC和/或SFI证书持有人的监督审核应至少每年进行一次，并且可能会更频繁，具体取决于证书持有人运营的规模，风险，复杂性和地理区域，认证机构发现的任何不符合项的数量和性质以及利益相关方提交的任何投诉的数量和性质等因素。

NEOCERT可以进行突击监督审核。

1.6. 暂停或撤销证书

如果NEOCERT认为客户不符合证书维护条件，NEOCERT有权立即暂停和/或撤销证书。

如果证书被暂停，客户应立即停止使用任何FSC和/或PEFC和/或SFI商标，或销售证书持有人先前使用FSC和/或PEFC和/或SFI商标或标记的任何产品，或作出任何暗示它们符合认证要求的声明。

如果证书被撤销，客户应：

- 立即停止使用任何FSC和/或PEFC和/或SFI商标，或销售以前使用FSC和/或PEFC和/或SFI商标或标记的任何产品，或作出任何暗示其符合认证要求的声明；
- 识别所有相关的现有客户，并在暂停或撤销后五（5）个工作日内以书面形式通知这些客户暂停或撤销，并保留该通知的记录；
- 将证书返回给NEOCERT；
- 自费从其产品、文件、广告或营销材料中删除对FSC和/或PEFC和/或SFI的名称，缩写，标识，认证标记或商标的所有使用；
- 配合NEOCERT以及FSC和/或PEFC和/或SFI，以允许NEOCERT或FSC和/或PEFC和/或SFI确认这些义务已履行。

1.7. 投诉

认证产品的供应商应：

- 保留所有已知的与符合认证要求有关的投诉的记录，并在要求时向NEOCERT提供这些记录，并且：
 - i. 对此类投诉以及产品中发现的影响符合认证要求的任何缺陷采取适当行动；
 - ii. 记录所执行的操作。

1.8. 常规

NEOCERT保留在证书有效期内修改认证要求的权利，包括修改成本和费用。

2. 集团认证要求

2.1. 集团实体权限



集团实体在合同上对NEOCERT负责，以确保集团所有成员充分执行所有相关FSC和/或PEFC和/或SFI指南的要求。

如果未遵守集团成员资格的要求或认证机构或集团实体发出的任何纠正措施要求，则集团实体有权将成员从集团证书范围中删除。

集团实体或中心办公室不得向其参与者颁发任何可能被误认为是正式FSC和/或PEFC和/或SFI证书的自制证书或声明。

集团实体应负责向成员收取因FSC和/或PEFC和/或SFI认证而产生的任何费用。

2.2. 新成员

如果成员数量超过集团实体规定的集团成员的最大数量，集团实体应在一个月内以书面形式通知NEOCERT。

2.3. 集团成员

集团成员及其产品的任何认证状态的陈述都必须参考集团。每个成员必须在相关销售文档中使用集团的监管链代码。

2.4. 认证费用

集团实体应向认证机构承担全部责任，以支付证书有效期内的所有评估和监督的费用。

2.5. FSC商标使用

集团证书将许可集团的所有成员在特定条件下使用FSC商标。但是，集团实体不得颁发使用FSC商标的子许可。

3. 多地点认证要求

3.1. 组织和中心办公室的权力和要求

根据合同，中心办公室对NEOCERT负责，以确保FSC和/或PEFC和/或SFI认证标准在所有参与地点得到充分实施，并遵守NEOCERT的任何其他相关要求。

中心办公室对NEOCERT全权负责支付证书有效期内的所有评估和监督费用。

3.2. 添加和删除地点

添加到证书范围的新参与地点只有在NEOCERT将新地点添加到FSC数据库后，才能被视为已认证。

超过增长限制的一组新地点只能在NEOCERT对中心办公室和新地点样本进行审核后添加到现有的多地点证书中。

如果参与地点被从多地点认证计划中移除，中心办公室应在三个工作日内以书面形式通知NEOCERT。

3.3. FSC商标使用

中心办公室

- 应向NEOCERT提交FSC商标的使用申请。
- 应确保多地点对FSC商标的所有使用符合FSC要求
- 不得出示任何确认参与类似于NEOCERT颁发的FSC证书的多地点计划的文件
- 不得就FSC商标的使用发出子许可。

规范性文件的最新版本可以从计划网页获得。

www.fsc.org

www.pefc.org

<https://sfiprogram.org>

客户签署FSC认证服务报价单后，即表示客户阅读、理解并接受上述FSC和/或PEFC和/或SFI认证的特殊条件。



Annex 1

Special Terms and Conditions

FSC® AND/OR PEFC AND/OR SFI CERTIFICATION AGREEMENT

FSC auditing services are provided in association with Neocert Certificações Florestais e Agrícolas Ltda, the legal entity accredited by ASI. The applicant of certification shall agree to the special terms and conditions to Neocert, as the certification body.

1. FSC, PEFC, SFI Certification Requirements 2023-06-20

1.1. The contract

By signing this contract, the Applicant for certification agrees to:

- Comply with the relevant provisions of FSC and/or PEFC and/or SFI certification;
- Pay all specified fees and costs arising from the certification evaluation;
- Comply with FSC and/or PEFC and/or SFI requirements for monitoring and publication of information;
- 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
- Make claims regarding certification only in respect of the scope for which certification has been granted;
- Comply and continue to comply with all NEOCERT Certification's conditions for granting and maintaining of 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;
- Disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years;
- Comply with the conditions specified by FSC, PEFC, SFI for the use of Trademarks, sale or promotion of products using the Trademarks and for making any claims relating to FSC, PEFC, SFI or to compliance with FSC, PEFC, SFI standards.
- Agree, 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 ;
- PEFC Council's or the National Governing Body's right of access to applicable and relevant confidential information
- Agree, that specified information is published, as indicated in the applicable FSC and/or PEFC and/or SFI normative documents
- Make all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records, information and personnel for the purposes of evaluation and arrangements for the participation of observers (if applicable and following compliance with procedure for observers);
- Consider the participation of observers as specified in FSC-PRO-01-017;
- 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
- Accept that NEOCERT use Subcontractors as FSC and/or PEFC and/or SFI auditors
- Allow FSC to access their premises as well as access to all documentation and information deemed necessary;
- Allow NEOCERT to use information which is brought to the attention of NEOCERT to follow up on infringements of the FSC Trademarks and of the intellectual property rights held by FSC;
- Agree, that 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;
- Acknowledges the title of the FSC's intellectual property rights and that FSC 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.
- 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
- agree, that NEOCERT 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 NEOCERT, could affect the outcome of the evaluation;

If FSC Controlled Wood is covered in the scope of this certification, please note that in order to have a FSC



Controlled Wood Certification Code, the company need to have a valid FSC Chain of Custody Certificate.

NEOCERT reserves the right to disrupt certification and commercial relationship with a company whose activities conflicts with the obligations of the certification body as specified in its accreditation contract with FSC and/or PEFC and/or SFI or which reflect badly on the good name of NEOCERT or make any statement regarding its FSC and/or PEFC and/or SFI product certification that NEOCERT may consider misleading or unauthorized.

If the company provides copies of the certification documents to others, the documents shall be reproduced in their entirety.

NEOCERT can deny certification to a client when fundamental demonstrated reasons exist, such as illegal activities, history of repeated non-conformities with the certification requirements and similar issues.

In case of reduction, suspension or withdrawal of the scope of NEOCERT's FSC and/or PEFC and/or SFI accreditation, the certificates 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 and/or PEFC and/or SFI accreditation.

See additional requirements below regarding Group and Multi Site Certification.

1.2. Reporting of changes

Customer must 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 certification requirements;

NEOCERT Certification reserves the right to inspect the site of the certified operations before deciding whether or not to grant a change to the scope of the certificate.

See additional requirements below regarding Group and Multi Site Certification.

1.3. FSC trademark use

All use by the certificate holder of the certification body name and logo, and the FSC Trademarks, should be pre-approved by the certification body and in compliance with FSC and NEOCERT guidelines.

See additional requirements below regarding Group and Multi Site Certification.

1.4. Certification decision – in case of conditional certification

By signing this contract, the applicant agrees to meet any specified conditions after a conditional certificate is being issued.

1.5. Surveillance audits

Surveillance audits of FSC and/or PEFC and/or SFI certificate holders shall take place at least annually, and may be more frequent depending on factors such as the scale, risks, complexity and geographical area of the operation, the number and nature of any non-conformances identified by the certification body as well as the number and nature of any complaints submitted by stakeholders.

Unannounced surveillance audits may be carried out by NEOCERT.

1.6. Suspension or withdrawal of certificates

NEOCERT has the right to suspend and /or withdraw the certificate with immediate effect if, in the sole opinion of NEOCERT, the customer is not in conformance with the conditions specified for the maintenance of the certificate.

In the event that a certificate is suspended, the customer shall immediately cease to make any use of any FSC and/or PEFC and/or SFI trademarks, or to sell any products that the certificate holder has previously labeled or marked using the FSC and/or PEFC and/or SFI trademarks, or to make any claims that imply that they comply with the requirements for certification.

In the event that a certificate is withdrawn the customer shall:

- immediately cease to make any use of any FSC and/or PEFC and/or SFI trademarks, or to sell any products that has previously been labeled or marked using the FSC and/or PEFC and/or SFI trademarks, or to make any claims that imply that they comply with the requirements for certification;
- identify all relevant existing customers, and advise those customers of the suspension or withdrawal in writing within five (5) business days of the suspension or withdrawal, and maintain records of that advice;
- return the certificate to NEOCERT;
- at its own expense remove all uses of FSC's and/or PEFC's and/or SFI's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials;
- co-operate with NEOCERT and with FSC and/or PEFC and/or SFI in order to allow NEOCERT or FSC and/or PEFC and/or SFI to confirm that these obligations have been met.



1.7. Complaints

The supplier of certified products shall:

- keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to NEOCERT when requested, and:
 - iii. take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with certification requirements;
 - iv. document the actions taken.

1.8. General

NEOCERT Certification reserves the right to revise the requirements of certification within the period of validity of the certificate, including the revision of costs and fees.

2. Group Certification Requirements

2.1. Group entity authority

The group entity is contractually responsible to NEOCERT for ensuring that the requirements of all relevant FSC and/or PEFC and/or SFI guidelines are fully implemented by all members of the group.

The group entity shall have the authority to remove members from the scope of the group certificate if the requirements of group membership or any corrective action requests issued by the certification body or the group entity are not complied with.

The group entity or the central office shall not issue any self-made certificates or declarations to their participants that could be mistaken as formal FSC and/or PEFC and/or SFI certificates.

The group entity should be responsible for collecting any fees due to FSC and/or PEFC and/or SFI certification from the members.

2.2. New Members

If the number of members exceeds the maximum number of group members defined by the group entity, the group entity shall inform NEOCERT in writing within one month.

2.3. Group members

Any representation of certified status of group members and their products must be made in reference to the group. Each member must utilize the group's chain of custody code in relevant sales documentation.

2.4. Certification costs

The group entity shall be fully responsible to the certification body for paying all the costs of evaluation and monitoring throughout the period of validity of the certificate.

2.5. FSC Trademark use

The group certificate will license all members of the group to use the FSC Trademarks under specified conditions. However the group entity may not issue sub-licenses for use of the FSC Trademarks.

3. Multi Site Certification Requirements

3.1. Authority and Requirements of the Organization and Central Office

The central office is contractually responsible to NEOCERT for ensuring that the FSC and/or PEFC and/or SFI Certification Standards are fully implemented at all of the participation sites and to any other relevant requirements from NEOCERT.

The central office is fully responsible to NEOCERT for paying all the costs of evaluation and monitoring throughout the period of validity of the certificates.

3.2. Adding and removing sites

New participating sites added to the certificate scope shall only be considered certified after NEOCERT has added the new sites to the FSC database.

A new set of sites, above the limit of growth, may only be added to an existing multi-site certificate as the result of an audit performed by NEOCERT to the central office and to a sample of new sites.



If a participating site is removed from the multi-site certification scheme, the central office shall inform NEOCERT in writing within three working days.

3.3. FSC Trademark use

The central office

- shall submit a request for use of the FSC trademark to NEOCERT.
- shall ensure that all use of the FSC trademark by the multi-site complies with FSC requirements
- shall not produce any kind of document confirming participation in the multi-site scheme similar to FSC certificates issued by NEOCERT
- shall not issue sub-licenses for use of the FSC trademark.

The most recent version of the normative documents can be obtained from the scheme web pages.

www.fsc.org

www.pefc.org

<https://sfiprogram.org>

Upon signature of Quotation of FSC Certification Service, the client has read, understood and accept the above special conditions for FSC and/or PEFC and/or SFI Certification.

(Signature of the Data Subject)

(Place and Date)