

Special Terms and Conditions of Business for RSPO Certification and other RSPO-related Services carried out by PT TUV Rheinland Indonesia

1. Scope of Services

- 1.1 The following terms and conditions apply to agreed services pertaining to the latest version RSPO certification system documents, including:
 - a) RSPO P&C Certification System For Principles & Criteria and RSPO Independent Smallholders Standard;
 - b) RSPO Supply Chain Certification;
 - c) Assessment of Compliance with RSPO New Planting Procedures;
 - d) Assessment of Compliance with RSPO Rules for Multiple Management Unit according to Clause 5.5. of RSPO Certification Systems
 - e) Any information, deliveries and similar services pertaining to RSPO as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.2 The client's Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, shall not apply and shall hereby be expressly excluded. No contractual terms and conditions of the client shall form part of the contract even if PT TUV Rheinland Indonesia does not explicitly object to them.
- 1.3 The following terms and conditions apply to agreed services including consultancy about TRID RSPO related services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.

2. Quotations

Unless otherwise agreed, all quotations submitted by PT TUV Rheinland Indonesia or affiliate office shall be subject to change without notice.

3. Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed term upon the quotation letter of PT TUV Rheinland Indonesia or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by PT TUV Rheinland Indonesia. If the client instructs PT TUV Rheinland Indonesia without receiving a prior quotation from PT TUV Rheinland Indonesia (quotation), PT TUV Rheinland Indonesia is – in its sole discretion – entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice to the end of the contractual term.

4. Services Condition

- 4.1 PT TUV Rheinland Indonesia is part of the TÜV Rheinland Group, a leading assessor and certifier of systems and products of manufacturers and service providers as per national or international standards for which it has been accredited ("accredited certification") or as per national or international standards for which it does not hold accreditation ("standard certification") and also provides its own third-party certification services ("in-house standards").
- 4.2 The agreed services shall be provided in line with the generally accepted rules of technology and in compliance with the regulations applicable at the time of contract conclusion. Unless otherwise agreed in writing or unless a certain approach is compulsory on the basis of mandatory regulations, PT TUV Rheinland Indonesia shall also be authorized, at its reasonable discretion, to make its own decision concerning the method and type of assessment.
- 4.3 PT TUV Rheinland Indonesia is the only certification body within the TÜV Rheinland Group accredited to carry out RSPO certification audits and other RSPO related services as defined in Article 1.1 above.
- 4.4 PT TUV Rheinland Indonesia carries out accredited RSPO certification or other RSPO-related services as per the standard or RSPO requirements agreed in the contract and/or the rules and regulations referred to therein, including the generally applicable accreditation standards pertaining to the specific certification standard, the certification standards or requirements for compliance plus all relevant application guidelines and the accreditation requirements defined by the competent accreditation body. Should the audit reveal that a higher number of auditor days will be necessary to comply with the accreditation requirements; the client shall bear any additional costs incurred thereby, unless the mistake come from PT TUV Rheinland Indonesia. Standard certification audits or assessments are carried out in line with the respective national or international standards.
- 4.5 If a certification audit is completed with a positive result, the audit team shall prepare and submit a full report to the RSPO Certification decision team (consist of Technical Reviewer and Peer Reviewer) with recommendation for certification. Upon approval of certification by the RSPO Certification Decision team, the appropriate certificate will be issued. as set forth in Article 3 of these Terms and Conditions of Business for RSPO Certification and other RSPO -related services.
- 4.6 No certificate will be issued to non-certified managements units owned by the parent organization of the client that have undergone compliance assessments to the RSPO Rules for Multiple Management Unit or RSPO New Planting Procedures. For clients found to be in compliance with RSPO New Plantings Procedures, a written confirmation of

compliance with RSPO New Planting Procedures shall be issued by PT TUV Rheinland Indonesia.

- 4.7 In accordance with Clause 5.5 of the RSPO Certification Systems, PT TUV Rheinland Indonesia is entitled to conduct compliance assessments of uncertified management units and/or holdings managed by parent organizations having multi management units and or majority holding in and/or management control of more than one autonomous company growing oil palm plantation to the RSPO Rules for Multiple Management Unit or relevant palm oil mill or palm oil derivative product manufacture, irrespective of whether the uncertified management unit has entered into a contract for certification with PT TUV Rheinland Indonesia.
- 4.8 The client shall be entitled to object to the audit process of PT TUV Rheinland Indonesia in the event that the client believes that audit process is not being carried out in accordance with the relevant RSPO requirements. Where there is no resolution to the objection raised, the client is entitled to raise a complaint to the RSPO Certification Complaints Committee.
- 4.9 The client shall further be entitled to the appointment of certain auditors or technical experts to the audit team, provided the client has and submits good reasons for objection. The client's approval shall be obtained before auditors who are not permanently employed with TÜV Rheinland Group (external auditors) are appointed to and used in the audit team. Approval shall be deemed granted if the client has not objected to the use of external auditors within one week of being notified of the external auditor's appointment to the audit team.
- 4.10 If required by the RSPO Body, RSPO Certification System or RSPO accreditation body, PT TUV Rheinland Indonesia shall be entitled to admit witness auditors or observers from the RSPO or accreditation body.
- 4.11 In cases of appeals against the certification decision or compliance assessment made by PT TUV Rheinland Indonesia, the Steering Committee or an arbitration committee may be called in with the client's approval.

5. Performance periods/dates

- 5.1. The contractually agreed periods and dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if confirmed as binding by PT TUV Rheinland Indonesia in writing.
- 5.2. If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to PT TUV Rheinland Indonesia. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by PT TUV Rheinland Indonesia.

6. Scope of right of use of certificates and certification marks, or written confirmation of compliance

- 6.1 If the agreed certification procedure is completed successfully, PT TUV Rheinland Indonesia will issue the corresponding certificate to the client. The certificate of compliance of palm oil producing organizations to RSPO Principles or Criteria or RSPO Supply Chain Certification or RSPO Independent Smallholders shall be valid for 5 years from the date of issue with annual surveillance audits. No certificate is issued for compliance assessments to RSPO Rules for Multi Management or RSPO New Planting procedures. A written confirmation of compliance shall be issued by PT TUV Rheinland Indonesia if an assessment for RSPO New Planting Procedures is completed with a positive result.
- 6.2 Upon being issued with the certificate as outlined in Article 3.1 above, the client shall be granted the simple, non-transferable and non-exclusive right to use the certification mark throughout the defined certificate validity as outlined in Articles 6.3 to 6.15 below. This also applies to certification references in communication media, such as documents, brochures or advertising materials.
- 6.3 The permit to use the certificate and the certification mark or written confirmation of compliance issued by PT TUV Rheinland Indonesia as well as the RSPO logo shall apply exclusively to the areas of the client's organization quoted in the certificate's scope of application. Use of the certificate, the certification mark and/or RSPO logo or written confirmation of compliance for areas not quoted in the scope of application shall be prohibited.
- 6.4 The client shall use the RSPO logo and/or trademark and make marketing claims pertaining to RSPO Certification in accordance with Clause 4.16 of the RSPO Certification Systems and the RSPO Rules on Market Communications & Claims. Compliance of the client to RSPO requirements for the control of trademarks and claims shall be verified during assessments.
- 6.5 The client undertakes to use the certificate and/or the certification mark or written confirmation of compliance only to make a statement which is in line with certification about the client's organization or an area of the client's organization. The client shall further avoid creating the impression that certification or written confirmation of compliance is an official inspection and/or that system certification is a form of product testing.
- 6.6 The client shall not be authorized to change the certificate, the certification mark or the RSPO logo.
- 6.7 The client undertakes to demonstrate in its advertising and similar materials that certification or written confirmation of compliance is voluntary and carried out on the basis of a civil law contract.
- 6.8 The right of use shall expire if the client no longer holds a valid certificate, in particular if the certificate's period of validity has expired or the required follow-up audits have not been carried out. For compliance

assessments to New Planting Procedures, PT TUV Rheinland Indonesia reserves the right to withdraw a written confirmation of compliance if the client is found to be no longer in compliance with the RSPO New Planting Procedures after issuance of the written confirmation of compliance.

- 6.9 The client's right to use the certificate and/or the certification mark or written confirmation of compliance shall expire with immediate effect, without requiring termination, if the client uses the certificate and/or the certification mark or written confirmation of compliance in violation of the provisions set forth in Articles 3.1 to 3.8 above or contrary to other terms of this contract.
- 6.10 The client's right to use the certificate and/or the certification mark or written confirmation of compliance shall expire with immediate effect upon termination as described in Article 6 hereunder.
- 6.11 The right of use shall also expire automatically if maintenance of the certificate or written confirmation of compliance is prohibited by administrative regulations or court.
- 6.12 In cases involving expiry of the right of use, the client shall be obliged to return the certificate to PT TUV Rheinland Indonesia.
- 6.13 In cases involving violation of contractual terms and conditions PT TUV Rheinland Indonesia reserves the right to claim damages.
- 6.14 Certification or written confirmation of compliance may not be used in a manner which may harm the reputation of PT TUV Rheinland Indonesia.
- 6.15 The client shall not be entitled to make statements about certification or written confirmation of compliance which may be considered unauthorized and misleading by PT TUV Rheinland Indonesia or the RSPO.
- 6.16 If it is foreseeable that the certification requirements cannot be fulfilled temporary certification can be suspended. During that time the client is not allowed to advertise with the certification. The status will be marked in the list of certified organizations as outlined in Article 7.
- 6.17 If there is no correction of the suspension's reason within the agreed timeframe the certification will be withdrawn.
- 6.18 In the event where non-certified management units owned by the parent company of the client are found to have breached the RSPO Rules for Multi Management Requirement without evidence of demonstrable efforts to correct the breach, and subsequently PT TUV Rheinland Indonesia or the RSPO Board makes an official decision of suspension of certificates for management units already certified, the client and its parent company's right to use the certificate and/or the certification mark issued by PT TUV Rheinland Indonesia for all management units shall be suspended with immediate effect until further notice. During that time the client and its parent company are not allowed to advertise with the certification. The client and its parent company shall not market any palm oil produced from any management units as RSPO certified until the client has been notified by PT TUV Rheinland Indonesia that it is appropriate to do so.

- 6.19 If there is no correction of the suspension's reason within the agreed timeframe resulting in PT TUV Rheinland Indonesia or the RSPO Board making an official decision of withdrawal of certificates for management units already certified, the client and its parent company's right to use the certificate and/or the certification mark for all management units issued by PT TUV Rheinland Indonesia shall expire with immediate effect, without requiring termination. The client shall not market any palm oil produced from any management units certified by PT TUV Rheinland Indonesia as RSPO certified unless a new certificate is issued.

7. Obligations of the client

- 7.1 The client shall submit all required documents to PT TUV Rheinland Indonesia well in advance of the audit and free of charge.
- 7.2 The client shall disclose all records associated with the scope of application to the audit team and/or the auditor of PT TUV Rheinland Indonesia and shall grant them unrestricted access to their respective operations, systems and any and all information pertaining to the organizational units concerned.
- 7.3 The client shall appoint one or several Audit Representatives who shall support PT TUV Rheinland Indonesia in performing the contractually agreed services and act as the client's contact persons.
- 7.4 If required, the client shall make arrangements for consultation with stakeholders selected by the auditing team at a suitable location conducive for interviewing purposes. The client and its management team are not to be present during stakeholder consultation, unless requested by the auditing team.
- 7.5 Following certificate issue, the client shall be obliged, throughout the term of the contract, to notify PT TUV Rheinland Indonesia of all changes which significantly affect the management system or the certified product, including, in particular:
- Changes in the certified management system or supply chain management system;
 - Significant changes in operations pertaining to the production of the certified product;
 - Changes in the organizational structure and the organization itself.
- 7.6 The client shall be obliged to record all complaints concerning the management system or potential non-compliance with RSPO requirements filed by third parties, e.g. customers, and the measures taken to address and eliminate these complaints, and submit them to the auditor during the audit.
- 7.7 On request, the client shall be obliged to submit all correspondence and all measures associated with normative documents and the requirements set forth in the applicable RSPO standard to the auditor during the audit.
- 7.8 If, within the scope of the applicable RSPO standard, PT TUV Rheinland Indonesia notices that the changes outlined under Article 4.5 above necessitate further assessments, the client shall not, after the changes have come into effect, market any palm oil produced

from the auditee as RSPO certified until the client has been notified by PT TUV Rheinland Indonesia that it is appropriate to do so.

7.9 The client shall notify PT TUV Rheinland Indonesia if the company's operations no longer satisfy RSPO certification requirements. The client or its parent company shall also notify PT TUV Rheinland Indonesia if the operations of any non-certified management units owned by the parent company of the client no longer satisfy the RSPO Multi Management Unit Requirements.

7.10 The client shall be obliged to record all complaints concerning the compliance of a certified product or process with the requirements of the certification standard that are addressed to the client, initiate appropriate corrective action, document the implementation of corrective action and, on request, demonstrate them to the auditor during the audit.

8. Billing

8.1 Unless the scope of services is documented in writing upon contract conclusion, services shall be billed based on time and efforts expended. Unless remuneration has been agreed in writing, services shall be billed based on the fees of PT TUV Rheinland Indonesia applicable at the time of performance.

8.2 Unless otherwise agreed, services shall be billed on the basis of milestone payments.

9. Termination

9.1 PT TUV Rheinland Indonesia and the client shall be entitled to terminate this contract observing a period of 6 weeks to the end of the contractually agreed term.

9.2 PT TUV Rheinland Indonesia and the client shall be entitled to terminate the contract for certification or assessment without notice for good reason

9.3 For the purpose of this contract, 'good reason' for PT TUV Rheinland Indonesia shall be defined as follows:

a) The client fails to notify PT TUV Rheinland Indonesia without delay of any changes or indications of changes in the organization which are relevant for certification or the assessment.

b) The client misuses a certificate and/or certification mark or written confirmation of compliance or uses them contrary to the contract;

c) Insolvency proceedings are opened in respect of the client's assets or an application for such insolvency proceedings is rejected due to lack of assets;

d) Default of payment.

9.4 In the event of termination without notice for good reason on the part of PT TUV Rheinland Indonesia, shall be entitled to claim damages from the client in the form of flat-rate compensation. The client shall be liable for payment of damages amounting to 15 % of the fees payable up to the expiry of the bindingly agreed term of the contract. The above provision shall apply subject to the client's right to furnish proof of significantly lower damages and/or the right of PT TUV Rheinland Indonesia to furnish proof of extraordinarily high damages.

9.5 In addition to the above, PT TUV Rheinland Indonesia shall be entitled to terminate the contract without notice, should the client fail to comply with the time periods scheduled for auditing/service provision by TUV Rheinland Indonesia as applicable to a certification procedure and should withdrawal of the certificate consequently be necessary (e.g. conducting of surveillance audits).

9.6 Should PT TUV Rheinland Indonesia terminate this contract as outlined in Article 6.5 above, PT TUV Rheinland Indonesia shall be entitled to claim damages from the client in the form of flat-rate compensation amounting to 15 % of the fees payable up to the expiry of the bindingly agreed term of the contract. The above provision shall apply subject to the client's right to furnish proof of significantly lower damages and/or the right of PT TUV Rheinland Indonesia to furnish proof of extraordinarily high damages.

10. List of certified organizations

10.1 PT TUV Rheinland Indonesia maintains a list of certified organizations and organizations that have undergone assessments and their scopes of application

10.2 PT TUV Rheinland Indonesia shall be entitled to make the list referred to in Article 10.1 above available to the public in RSPO Website, PT TUV Rheinland Indonesia Website or upon request.

11. Conditions of RSPO Certification, and RSPO-related Services

11.1 During assessments, in regards to the scope of applied certification scope, the client is required to demonstrate compliance to the applicable RSPO requirements as defined in the latest published version of the relevant standard document from the RSPO, listed below:

- RSPO P&C Certification System and "RSPO Principle and Criteria
- RSPO Rules for Multi Management Company (according to Clause 5.5.)
- "RSPO Supply Chain Certification System and Standard.
- "RSPO Independent Smallholder Standard
- "Detailed Process and Action Steps for RSPO New Planting Procedures" for compliance assessments to RSPO New Planting Procedures.
- RSPO Rules on Market Communication and Claim. This document sets mandatory rules for all market communications related to the production, procurement, use and sales of RSPO certified palm products. It includes requirements for the use of the RSPO trademark.

In the event that any amendments / updates in the assessment, certification or assessment procedure defined by the RSPO conflict with the terms and conditions defined here, the latest published version of the RSPO defined procedure shall take precedence.

11.2 The client shall undertake to submit all information required for certification as per the applicable RSPO

- standard to PT TUV Rheinland Indonesia. This information can be submitted by completing the Preparatory Information Sheets.
- 11.3 The client shall submit all required documents to the Certification Body prior to the audit. Required documents will be determined on the audit plan or email from PT TUV Rheinland Indonesia staff.
- 11.4 The client and PT TUV Rheinland Indonesia may agree on the performance of a preliminary audit and jointly define the scope of such audit.
- 11.5 Upon completion of the audit, the client shall receive preliminary audit finding/s i.e. nonconformity report on requirements that are not complied with and or Observation for any potential for improvement
- 11.6 All audit findings as mentioned in 11.6 will be documented and uploaded on the TRID portal (<https://certification.sa-trid.com>) within 24 hours from the time of closing meeting, the client will receive email notification upon the auditor team upload on the portal.
- 11.7 The client must provide plan for corrections and corrective actions for all identified non conformity/s within 15 days after receive notification email for initial review and shall further provide documented evidence to demonstrate closure of all nonconformities raised within the maximum timeframe as stipulated in the latest published version of the relevant RSPO Certification System and upload all necessary documents on the TRID portal (<https://certification.sa-trid.com>). The client shall immediately contact TRID or respective Lead auditor if facing difficulties for uploading documents in TRID portal without delayed.
- 11.8 Only uploaded document on the TRID portal (<https://certification.sa-trid.com>) will be reviewed by auditor team and will be closed after positive result.
- 11.9 Identified non conformity may lead to a re-audit (i.e. re visit to the respective site) or submission of revised documentation, if required by the results. The scope of the re-audit will be decided by the lead auditor. The re-audit focuses exclusively on those elements of the standard for which nonconformities were identified.
- 11.10 The lead auditor shall prepare an audit report or Public Summary Report, which shall be formally signed off by the client as acknowledgement of internal responsibility.
- 11.11 After positive review of the audit documentation, PT TUV Rheinland Indonesia shall submit the Public Summary Report including the recommendation for RSPO certification of the audited organization's operating unit for review by the Peer Review. In the event that the Peer Review requests for additional information or evidence from the audited organization, the organization shall provide the requested information through the Certification Body. The final decision on certification shall be made by Certifier PT TUV Rheinland Indonesia upon positive result from Peer Reviewer. Audit reports for compliance assessments to the RSPO Rules for Multi Management Organization or RSPO New Planting Procedures are not submitted to the Peer Review for review, unless requested by the RSPO Board or at the discretion of PT TUV Rheinland Indonesia.
- 11.12 The certificate(s) shall only be issued if all major non-conformities have been corrected.
- 11.13 To maintain validity of the certificate, annual on-site follow-up audits shall be carried out depending on the standard in question. Unless the follow-up procedure, including a positive decision on certificate maintenance, is completed by the Certification Body and approved by the RSPO Board, the certificate shall become invalid. In this case, all copies of the certificate must be returned to the Certification Body.
- 11.14 TRID undertake the first annual surveillance audits within 12 months of the certificate issue date, but not earlier than eight (8) months after the certificate issue date. The subsequent annual surveillance audits shall be undertaken within 12 months of the license expiration dates, but not earlier than eight (8) months after the expiration date.
- 11.15 If a surveillance audit is not conducted within the required time frame, the client shall request for time extension of up to a maximum of three (3) months to RSPO Secretariat and send the approval evidence to TRID for further consideration.
- 11.16 Unless due to the actions of the TRID itself, the CB shall notify the client and the RSPO Secretariat that the certificate is suspended if the surveillance audit have not conducted within the required period as mentioned on 11.14 above, until the surveillance audit has been undertaken and the certification decision has been approved by RSPO. The surveillance audit shall be undertaken within six (6) months of the suspension date, otherwise a full recertification audit shall be required.
- 11.17 Major non-conformity that was raised during surveillance audit shall be closed successfully within 90 days from the last day of surveillance and recertification audit. If there are five or more major non-compliances within one Principle being observed in an Annual Surveillance Audit or in a re-certification audit, this will lead to immediate suspension from the RSPO certification.
- 11.18 The client shall submit documented evidence to closure of all major non-conformities and the audit team shall review and verify closure of major non-conformities. There are two categories to closure of all major non-conformities: Verification through documented evidence only and or onsite audit Verification. Where major non-conformities cannot be verified as closed through documented evidence, the audit team shall carry out an on-site audit for appropriate no. of man days required to verify the status of the outstanding major non-conformities. Findings shall be verified through onsite verification such as:
- If the findings related to the absent or failure of implementation legal requirements, and company's standard operation procedures*
 - (*for point a, major verification will be conducted in accordance to justification from lead auditor and communicated to the RSPO Program Manager)
 - If the findings of implementation found in more than 2 sampled area.

- If more than 4 majors nonconformities raised during the audit in any type of audit.
 - Recurring major non-compliances on the same indicator in successive surveillance.
- 11.19 Additionally, follow-up audits will include evaluation of the proper use of the certificate, the certification mark and/ or trademark, assessment that communications and claims are made in accordance with RSPO requirements, complaints related to the management system and the effectiveness of corrective action taken to address nonconformities. Each follow-up audit shall be documented in a report communicated to the client.
- 11.20 The scope of follow-up of RSPO re-certification audits may be revised to take into account organizational changes, changes to no. of sites included in the audit scope (company-owned, smallholders, etc.) and/ or changes to CPO & palm kernel (PK) production data. The number of auditor days required shall depend on the scope of extension which shall be clearly defined by the organization prior to the audit. Upon successful re-certification of the client, a revised certificate shall be issued. The client shall be charged for the cost of re-issued certificates.
- 11.21 Should changes in the details on which the procedure is based (e.g. details of the organization, accreditation requirements) arise during the term of the contract, these changes must be appropriately considered in the procedures and the other contracting party informed without delay. The same applies to any changes in the time and efforts expended for certification resulting from such changes.
- 11.22 In the event that a major non-compliance is raised by stakeholders after certification has been achieved, a re-audit may be required. This shall be decided by the lead auditor. Major non-conformities that cannot be addressed within 60 days may lead to suspension or withdrawal of the RSPO certificate upon final decision of the Certifier.
- 11.23 It may be necessary for TRID to conduct audit of certified client at short notice/unannounced assessment to investigate complaints, to follow up on suspension clients, result from accreditation body audit and other consideration related to ensuring client's compliance to RSPO requirement. RSPO Program manager will conduct risk assessment with parameter following the relevant issue occur both for each client solely or total clients together. Risk assessment result should be kept maintain and reported to interested parties including accreditation body if needed.
- 11.24 TRID will inform to the client in advance (at least 3 working days in advance), the risk assessment result and condition under which these unannounced assessment, or short notice visit are to be conducted, and bring the observers in the audit (where required).
- 11.25 The client agree for Accreditation Body to conduct regular or short notice compliance assessment and witness assessment.
- 11.26 The costs incurred for additional efforts caused by unscheduled audits or re-audits or short notice audit and the verification of corrective actions to eliminate non-conformities revealed in previous audits shall be borne by and invoiced to the client on a time and cost basis.
- 11.27 Respective to the legal and logistical challenges in the implementation of unannounced audits. Hence, subject to practical arrangements required relating to legal or logistic challenges the TRID or AB will inform to client about the audit at least three (3) working days in advance. The audit team conducting the audit is different from the audit team that conducted the previous certification.
- 11.28 Refer to RSPO Certification System Requirement section 4.4.2, the client agrees to provide the representatives of PT TUV Rheinland Indonesia, and its Accreditation Body's right to access the client's premises as well as documents, records deemed necessary by the PT TUV Rheinland Indonesia, or its AB.
- 11.29 In accordance with the labor audit guidance, all RSPO P&C clients (growers) must be scheduled for a desk review at least 2 months prior to the onsite audit (applicable for Initial Certification, Surveillance Audit and Recertification Audit), at least 2-3 man-days. Onsite audit cannot be conducted if the desk review result is declared incomplete (failed) with a time limit of 6 months from the end date of the desk review activity. In addition, the desk review must be conducted again, and the onsite audit schedule will be delayed as a result.
- 11.30 Determination of the number of man-days for onsite audit labor is based on the results of the sample calculation during the desk review, which requires at least 20 minutes per sample for the interview process.
- 11.31 If an extension scope audit is conducted outside of the Initial, Surveillance and Recertification audit, the Major non-conformity that was raised during the extension scope audit shall be closed successfully within 90 days from the last day of the audit. Major non-conformities that cannot be addressed within 90 days, a full re-audit must be conducted.
- 12. Confidentiality**
- 12.1 For the purpose of this agreement, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
- 12.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance.
- 12.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
- a) may only be used by the receiving party for the purposes of performing the purpose of the contract,

unless expressly otherwise agreed in writing with the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or PT TUV Rheinland Indonesia is required to pass on confidential information, assessment reports or documentation to the authorities or third parties that are involved in the performance of the contract;

c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is objectively required.

12.4 The receiving party shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the subject matter of this contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.

12.5 Information for which the receiving party can furnish proof that:

a) it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or

b) it was disclosed to the receiving party by a third party entitled to disclose this information; or

c) the receiving party already possessed this information prior to disclosure by the disclosing party; or

d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this agreement.

12.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or, on request by the disclosing party, to (ii) destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, PT TUV Rheinland Indonesia is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes.

12.7 From the start of this contract and for a period of three years after termination or expiry of this contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.

12.8 Public summary and certificate will be publicly available on the RSPO Website

13. Copyrights

13.1 PT TUV Rheinland Indonesia shall retain all exclusive audit report prepared by PT TUV Rheinland Indonesia, except required by scheme owner or under client permission.

13.2 The client may only use prepared audit report within the scope of the contract for the contractually agreed purpose.

13.3 The client may use audit report only complete and unshorten. Any publication or duplication for advertising purposes needs the prior written approval of PT TUV Rheinland Indonesia.

14 Liability of PT TUV Rheinland Indonesia or Affiliate office

14.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of PT TUV Rheinland Indonesia for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of PT TUV Rheinland Indonesia shall be limited to: (i) in the case of contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of 10,000 Euro (or IDR 120,000,000) and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred.

14.2 The limitation of liability according to article 14.1 above shall not apply to all damage and losses caused by malice, intent or gross negligence on the part of any of the legal representatives of PT TUV Rheinland Indonesia or their vicarious agents. Such limitation shall also not apply to damages arising from a violation of obligations which PT TUV Rheinland Indonesia has guaranteed to perform, damages caused by a person's death, physical injury or illness, or damages for which liability is assumed under the applicable law in Indonesia.

14.3 In cases involving a fundamental breach of contract, PT TUV Rheinland Indonesia will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is a material contractual obligation, the performance of which permits the due performance of the contract and which the client may rely on being complied with. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damage reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damage) refer to 14.1 above, unless any of the circumstances described in article 14.2 apply.

14.4 PT TUV Rheinland Indonesia shall not be liable for personnel made available by the client to support PT TUV Rheinland Indonesia in the performance of its services regulated under this contract, unless personnel made available may be regarded as vicarious agents of PT TUV Rheinland Indonesia. If PT TUV Rheinland Indonesia is not liable for personnel made available by the client under the foregoing provision, the client shall indemnify PT TUV Rheinland Indonesia against any claims made by third parties.

14.5 The limitation periods for claims for damages shall be based on statutory provisions.

14.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

15. **Partial invalidity, written form, place of jurisdiction**
 15.1 No ancillary agreements to this contract have been concluded.

15.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

15.3 Should one or several of the provisions under this contract be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.

15.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Jakarta or the location of affiliate office as agreed by both parties. This contract is governed by Indonesia or country of affiliate office substantive law.

16. **Transfer certificate**

16.1. Inbound and outbound transfer of certification from or to other certification body can take place at any time during the validity period of certificate.

16.2 The client wish to transfer certificate from PT TUV Rheinland Indonesia to other certification body or vice versa shall follow RSPO guidance as determined on RSPO certification system clause 4.5 and annex 3 of RSPO Certification System.

16.3 PT TUV Rheinland Indonesia will not proceed the inbound and outbound transfer process if there are outstanding major non compliances and or if any financial obligation have not been meet.

16.3 PT TUV Rheinland Indonesia will obtain a written permission from RSPO secretariat in case any request of second transfer from the client.

16.4 Once receiving an application for transfer from a client with existing RSPO certification, TRID will conduct review of the certification of the prospective client following to the requirement on requirement stated on A.2.3. RSPO Certification System

Business for RSPO Certification and other RSPO-related Services

Agreed By

Company's Representative Name

Position:

Date :

By signing this document, we are explicitly agrees to PT TUV Rheinland Indonesia Special Terms and Conditions of