

Special Terms and Conditions of Business for COC FSC Certification 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 FSC certification system documents, including:
 - a) FSC-STD-20-001 General requirements for FSC accredited certification bodies;
 - b) FSC-STD-20-011 Chain of Custody Evaluations
 - c) FSC-STD-40-004 Chain of Custody Certification
 - d) FSC-DIR-20-011 FSC Directive on Chain of Custody Evaluations
 - e) FSC-STD-50-001 Requirement for use of the FSC trademarks by certificate holders.
 - f) Other applicable FSC normative documents and requirements relevant to FSC COC certification.
- 1.2 The following terms and conditions apply to agreed services about TRID COC FSC 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 become effective upon the quotation or separate contractual document being signed by both parties. If the Client instructs PT TUV Rheinland Indonesia without a prior signed quotation or contractual document, the instruction shall only be binding upon PT TUV Rheinland Indonesia after its written acceptance, including by electronic means, or upon commencement of the requested services. The Client's instruction alone shall not constitute acceptance by PT TUV Rheinland Indonesia"
- 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 accordance with the applicable FSC requirements, accreditation

requirements, accepted rules of technology, and applicable laws and regulations. Unless otherwise agreed in writing or required by mandatory laws and regulations, PT TUV Rheinland Indonesia shall have the right, at its reasonable discretion, to determine the method and type of assessment.

- 4.3 PT TUV Rheinland Indonesia is certification body within the TÜV Rheinland Group accredited to carry out COC FSC certification audits and other related services as defined in Article 1.1 above.
- 4.4 PT TUV Rheinland Indonesia carries out accredited COC FSC certification or other related services as per the standard or COC FSC 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 Upon completion of an FSC certification audit with a positive result, the audit team shall prepare and submit the complete audit report to the Technical Reviewer, together with a recommendation for FSC certification. Following completion of the technical review, the audit results shall be submitted to the Certification Decision Maker for an independent certification decision. Upon approval, the FSC certificate shall be issued to the Client.
- 4.6 No certificate will be issued to non-certified managements units that still have major nonconformity from the latest audit with status "open".
- 4.7 The Client shall agree in accordance FSC-PRO-01-017 Participation of external observers in on-site FSC certification audits and/ or ASI assessments.
- 4.8 The Client has the right to raise a complaint or appeal if it disagrees with the audit process, evaluation results, or certification decision of PT TUV Rheinland Indonesia in relation to applicable FSC requirements. Any complaint or appeal shall first be handled in accordance with PT TUV Rheinland Indonesia's applicable complaints and appeals procedure. If the matter is not resolved through the certification body's procedure, the Client may refer the matter to ASI and, as the ultimate step, to FSC, in accordance with the applicable FSC requirements.
- 4.9 The Client may raise a justified and documented objection to the appointment of an auditor or technical expert to the audit team where there are reasonable grounds relating to impartiality, competence, or

confidentiality. PT TUV Rheinland Indonesia shall consider such objection in accordance with applicable FSC requirements and its procedures. All auditors, technical experts, and other personnel involved in the certification process shall maintain the confidentiality of information obtained during the certification activities in accordance with applicable confidentiality requirements. For external auditors or technical experts, the Client shall be informed of their appointment and may raise a substantiated objection within seven (7) calendar days of notification. If no objection is received within this period, the appointment shall be deemed accepted.

- 4.10 If required by the FSC Certification System or FSC approved accreditation body, PT TUV Rheinland Indonesia shall be entitled to admit witness auditors or observers from the FSC or accreditation body or other observer as specify by FSC requirements.
- 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 Upon successful completion of the agreed FSC certification process and a positive certification decision, PT TUV Rheinland Indonesia shall issue the applicable FSC certificate to the Client. The FSC certification shall be valid for a maximum period of five (5) years, subject to continued conformity with the applicable FSC certification requirements and satisfactory completion of the required surveillance evaluations.
- 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 6.20 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 FSC trademark 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 FSC 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 FSC trademark and make marketing claims pertaining to COC FSC Certification in accordance with FSC-STD-50-001 Requirement for use of the FSC trademarks by certificate holders.
- 6.5 Compliance with the applicable FSC trademark requirements, including the proper use and control of FSC trademarks and FSC-related claims, shall be verified by PT TUV Rheinland Indonesia during the relevant FSC certification assessments. The Client shall provide relevant records and evidence of trademark use and approvals upon request.
- 6.6 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.
- 6.7 The client shall not be authorized to change the certificate, the certification mark or the FSC trademark .
- 6.8 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.
- 6.9 The right of use of FSC claims and trademark 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.
- 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, without requiring termination, if the client uses the certificate and/or the FSC trademark or written confirmation of compliance in violation of the provisions set forth in Articles 6.1 to 6.10 above or contrary to other terms of this contract.
- 6.11 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 7.11 here under.
- 6.12 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.
- 6.13 In cases involving expiry of the right of use, the client shall be obliged to return the certificate to PT TUV Rheinland Indonesia.
- 6.14 In cases involving violation of contractual terms and conditions PT TUV Rheinland Indonesia reserves the right to claim damages.

- 6.15 Certification or written confirmation of compliance may not be used in a manner which may harm the reputation of PT TUV Rheinland Indonesia or FSC or ASI.
- 6.16 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, ASI or FSC.
- 6.17 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.
- 6.18 If there is no correction of the suspension's reason within the agreed timeframe the certification will be withdrawn.
- 6.19 In the event where non-certified product owned by the company are found to have breached the FSC evidence of demonstrable efforts to correct the breach, and subsequently PT TUV Rheinland Indonesia makes an official decision of suspension of certificates for management units already certified, the client 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 not allowed to advertise with the certification. The client shall not market product COC FSC certified product until the client has been notified by PT TUV Rheinland Indonesia that it is appropriate to do so.
- 6.20 If there is no correction of the suspension's reason within the agreed timeframe resulting in PT TUV Rheinland Indonesia 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 product COC FSC 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. Disclose any current or past applications for, or certifications under, FSC and/or other forestry certification schemes during the past five years.
- 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, including records related to non-FSC materials and products where such information is relevant to verify the Client's conformity with the applicable certification requirements.
- 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, within ten (10) days, in particular:
- Changes in ownership
 - Changes in the COC 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 COC FSC 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 COC FSC standard to the auditor during the audit.
- 7.8 If, within the scope of the applicable COC FSC 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 product as FSC COC 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 COC FSC certification requirements. The client shall also notify PT TUV Rheinland Indonesia if the operations of any non-certified management units no longer satisfy the COC FSC 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.
- 7.11 In the event of suspension or withdrawal of certification, the Client shall:
- a) immediately cease using any FSC trademarks, stop selling any products previously labeled or marked with FSC trademarks, and refrain from making any claims that imply conformity with FSC certification requirements;
 - b) identify and notify all existing certified customers in writing of the suspension or withdrawal within three (3) days of the effective date and maintain

records of such notifications. For the purposes of this clause, certified customers include customers who have purchased certified material or placed orders for certified products; and;

- c) cooperate fully with the certification body and FSC to enable verification that the above obligations have been fulfilled.

Additional obligations regarding withdrawal of certification:

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

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 7.11, 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 <https://fsc.org> or <https://connect.fsc.org>; PT TUV Rheinland Indonesia Website or upon request.

11. Conditions of COC FSC Certification, and 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 COC FSC Certification requirements as defined in the latest published version of the relevant standard document from the FSC, listed below:
 - FSC-STD-40-003 – Chain of Custody Certification of Multiple Sites
 - FSC-STD-40-004 – Chain of Custody Certification
 - FSC-STD-40-005 – Requirements for Sourcing FSC Controlled Wood
 - FSC-STD-40-007 – Sourcing Reclaimed Material for Use in FSC Product Groups or FSC Certified Projects
 - FSC-STD-50-001 – Use of the FSC® Trademarks by Certificate Holders

In the event of any conflict or inconsistency between this contract and the applicable FSC requirements, the latest effective FSC requirements shall prevail to the extent of such conflict. The Client acknowledges that such amendments, revisions, or updates may apply to the certification or assessment process without requiring a separate amendment to this contract. The applicable FSC requirements shall be those published through the official FSC Document Centre.
- 11.2 The client shall undertake to submit all information required for certification as per the applicable COC FSC 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 TRID or auditing 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 11.5 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 COC FSC Evaluation 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, 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 report including the recommendation for certification decision In the event that the technical review requests for additional information or evidence from the audited organization, the client 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 Technical Review process.
- 11.12 The certificate(s) shall only be issued if all major non-conformities have been corrected.
- 11.13 The period of validity of FSC certification shall not exceed five (5) years. At least four surveillance evaluations shall take place before the certificate expires.
- 11.14 TRID undertake the first annual surveillance audits within 12 months of the certificate issue date, but not later than fifteen (15) months after the last audit date.

The subsequent annual surveillance audits shall be undertaken within 12 months and may be more frequent depending on factors such as requested by FSC and ASI

- 11.15 The occurrence of five (5) or more major nonconformities in a surveillance audit shall be considered as a breakdown of the clients' management system and certification shall be suspended within ten (10) days of the certification decision being taken.
- 11.16 The certification body has the right to delay or postpone its certification decision if new or additional information becomes available that was not previously considered in the evaluation report and, in the certification body's sole judgment, may affect the outcome of the evaluation.
- 11.17 TRID shall suspend certification at latest six (6) months after the closing meeting of a surveillance audit if open nonconformities have not been closed within the specified timeline and a certification decision to maintain the certification cannot be taken due to circumstances beyond the control of the certification body.
- 11.18 The maximum period that certification may remain suspended is twelve (12) months (upon justification and at the discretion of the certification body the timeline may be increased to eighteen (18) months to allow the client to correct nonconformities). After this period, the certification shall be withdrawn, unless all major nonconformities have been successfully corrected and a surveillance audit was conducted in case the timeline of suspension exceeded twelve (12) months.
- 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 FSC requirements, complaints related to the management system, and the effectiveness of corrective actions taken to address nonconformities. The Client agrees that PT TUV Rheinland Indonesia has the right to use any information brought to its attention for the purpose of investigating and following up on any misuse of FSC trademarks or infringement of FSC's intellectual property rights. Each follow-up audit shall be documented in a report communicated to the Client.
- 11.20 Acknowledge the title of the FSC's intellectual property rights and that FSC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the organization to use or cause to be used any of the intellectual property rights
- 11.21 The scope of follow-up of COC FSC 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). 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 and fees of re-issued certificates.

- 11.22 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.
- 11.23 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 COC FSC certificate upon final decision of the Certifier.
- 11.24 The client that did not perform activities under the scope of the CoC certificate (e.g. 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), may ask to be **waived a surveillance evaluation**. However, TRID shall not waive **more than two** consecutive surveillance evaluations.
- 11.25 When a surveillance evaluation is waived, TRID will asking the client to sign a declaration stating that no material has been produced, labelled, or sold as FSC-certified; sourced as controlled material; or sold as FSC Controlled Wood since the last audit. The declaration contains a commitment by the client to maintain the chain of custody system during the period in question and for personnel to contact the certification body as soon as they wish to produce, label, or sell material as FSC-certified, source controlled material, or sell FSC Controlled Wood.
- 11.26 TRID must audit the client no later than three months after the restart of the activities listed in this clause (e.g. restart of FSC production) to confirm the maintenance of the chain of custody system.
- 11.27 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 COC FSC requirement. PT TUV Rheinland Indonesia will conduct risk assessment with parameter following the relevant issue occur both for each client solely or total clients together. Risk assessment results should be keep maintain and reported to interested parties including accreditation body if needed.
- 11.28 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).
- 11.29 The client agrees for Accreditation Body conducting regular or short notice compliance assessment (and to close any identified findings within the specified timeline) and witness assessment.
- 11.30 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.
- 11.31 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.
- 11.32 Refer to FSC accreditation requirement, The Client agrees that the certification body, FSC, and ASI are entitled to access confidential information, review any documentation they consider necessary, and access relevant equipment, locations, areas, personnel, and third parties providing outsourced services to the organization.
- 11.33 Agree that if the certification body's FSC accreditation scope is reduced, suspended, or withdrawn, the affected organization(s) will have six (6) months to appoint a new certification body.
- a) If the certification is not transferred to another certification body that accepts it, or if the certification does not expire, the existing certification body will terminate the affected organization's certification six (6) months after the date of the reduction, suspension, or withdrawal of the relevant FSC accreditation scope.
- b) If the certification body does not take action to terminate the certification, FSC reserves the right to declare the affected organization's certification terminated.
- 11.34 The certification body is not required to grant or maintain certification if the organization's activities conflict with the certification body's obligations under its contract with ASI, or if, in the certification body's sole judgment, those activities could negatively affect its reputation or credibility.
- 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 purpose 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 TÜV 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:
- it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or
 - it was disclosed to the receiving party by a third party entitled to disclose this information; or
 - the receiving party already possessed this information prior to disclosure by the disclosing party; or
 - 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:
- return all confidential information, including all copies, to the disclosing party, and/or, on request by the disclosing party,
 - to 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 TÜV 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 www.fsc.info.org or <https://connect.fsc.org>
- 13. Copyrights**
- 13.1 All audit reports prepared by PT TÜV Rheinland Indonesia are the exclusive property of PT TÜV Rheinland Indonesia. PT TÜV Rheinland Indonesia reserves all rights thereto and shall maintain control over the issuance, distribution, and disclosure of such reports, except where disclosure is mandated by the applicable scheme owner or authorized by the client in writing.
- 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 TÜV Rheinland Indonesia.
- 14 Liability of PT TÜV 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 TÜV Rheinland Indonesia for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of PT TÜV 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 **two times of contract value** 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 TÜV Rheinland Indonesia or their vicarious agents. Such limitation shall also not apply to damages arising from a violation of obligations which PT TÜV 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 TÜV 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 14 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 out of or in connection with this Contract shall be Jakarta, Indonesia, or the location of the relevant TÜV Rheinland affiliate office, as mutually agreed by the Parties. The Parties irrevocably submit to the exclusive jurisdiction of the competent courts at such agreed location.

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 wishes to transfer certificate from PT TUV Rheinland Indonesia to other certification body or vice versa shall follow FSC-PRO-20-003 Transfer of FSC Certificates and License Agreements.

16.3 PT TUV Rheinland Indonesia will not proceed the inbound and outbound transfer process if :
 - The certificate is suspended
 - there are outstanding major non compliances

- The parties involved in the transfer cannot agree on the transfer date.
- Relevant documentation about the certificate holder (records, history of
- CARs) is not being made available to the succeeding certification body
- if any financial obligation have not been meet.

16.4 FSC certificates can only be transferred once within the 5-year's period of validity of a certificate. PT TUV Rheinland Indonesia will conduct a full FSC certification evaluation in case any request of second transfer from the client within the 5-year's period

16.5 Once receiving an application for transfer from a client with existing COC FSC certification, TRID will conduct review of the certification of the prospective client following to the requirement on requirement stated on FSC-PRO-20-003 Transfer of FSC Certificates and License Agreements.

By signing this document, the Client explicitly agrees to the PT TUV Rheinland Indonesia Special Terms and Conditions of Business for COC FSC Certification and related Services.