SF05 Part II

Specific conditions for PAFC certification

Object

This document is for the purpose to specify relations and mutual obligations between Bureau Veritas Certification and its Client in respect of PAFC certification. The following requirements apply to PAFC certificate issuance regarding forest management, wood logging, processing, trading or supplying activities conducted by the Client. In case that the Client violates any term provided herein, the Certificate (as defined below) and the certification trademark use right will be suspended or withdrawn by Bureau Veritas Certification.

Bureau Veritas Certification does not practice any form of discrimination such as hidden discrimination by speeding up or delaying the processing of applications, but Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate to a Client when fundamental/ demonstrated reasons exist, such as illegal activities, history of repeated non conformities with the certification requirements and similar issues.

PAFC™ certificate issuance

Bureau Veritas Certification, upon the approval from its Certification Decision Making Entity, issues a PAFC certificate (the "Certificate") to the Client. This Certificate is identified by a specific registration code. Further to the audits, the Certification Decision Making Entity has the right to decide on the granting, maintaining, conditional maintaining, extending, suspending and withdrawing of the Certificate. At the expiration date of the Certificate, a re-certification audit may be proceeded in order to review the Client's activities and allow a certificate renewal.

Bureau Veritas Certification reserve the right to delay or postpone its decision on certification in order to take proper account of new or additional information which has become available to Bureau Veritas Certification and which has not already been considered in its audit report and which, in the opinion of the Bureau Veritas Certification, could affect the outcome of its evaluation.

In case of damage in the image or in the reputation of the PAFC, Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate, with immediate effect, even without PAFC official inquiry.

Surveillance audits and random inspection

Surveillance audits will be scheduled each year following the certificate issuance. The conditions and intervention periods of the surveillance audits are specified by PAFC requirements of certification and/or by the certification contract.

In case of formal complaint or allegations, Bureau Veritas Certification reserves the right to make, at its expense, unannounced or short notice surveillance audit in both the offices and production sites of the Client.

Bureau Veritas Certification obligations towards the Client

Bureau Veritas Certification undertakes to:

- provide to the Client the necessary information, all applicable standards and normative PAFC documents regarding the PAFC certification system

- provide the Client with the contact details as well as the name of the contact person regarding the certification;
- organise and conduct audits as specified through the certification contract;
- require appointed auditors to precede the audits under a confidentiality commitment in regard to the Client's operations and the audits results;
- communicate the full audit reports only to the Certification Decision Making Entity, to COFRAC and to the PAFC
- not communicate the certificate number to the Client before a positive certification decision has been taken by the Certification Decision Making Entity;
- make public the documentation required by the PAFC to be in accordance with the related standards;
- inform the relevant Clients within 30 days about the change of the PAFC requirements or of the certification system to allow the Client to conform to this change within 12 months of receiving notification, Bureau Veritas Certification reserves the rights to revise the relevant requirements of certification within the period of validity of the certificate;
- inform the relevant Clients within 30 days about the change of the PAFC accreditation scope of Bureau Veritas Certification, and the Client have to seek a new PAFC-accredited certification body within six (6) months to keep their certificate valid.

Client obligations towards Bureau Veritas Certification

The Client undertakes to:

- comply and continue to comply with the PAFC requirements of all applicable standards and normative PAFC documents for the PAFC certificate validity period (3 years);
- comply with the requirements of the new PAFC approved standards in accordance with the 'standard effective date' specified in the new standard;
- comply with the new requirements related to the change of the PAFC requirements within 12 months upon receipt of notice from Bureau Veritas Certification;
- comply with all conditions set by the Bureau Veritas Certification for the issue of a certificate, comply and continue to comply with all the Bureau Veritas Certifications' conditions for maintaining and re-issuing of the certificate, including but not limited to the full implementation of any actions required to correct minor non-conformances that were identified prior to the issue of the certificate;
- correct any major non-conformances with the applicable standard(s) within the maximum period specified by Bureau Veritas Certification;
- make all necessary arrangements for Bureau Veritas Certification to conduct the audits, evaluation and resolution of complaints;
- respect the present document terms whatever the audits results are;
- satisfy the Bureau Veritas Certification Decision Making Entity's demands and decisions following audits;
- accept PAFC decisions in regards to PAFC certificate issuance. PAFC has power to require the Bureau Veritas Certification Decision Making Entity to suspend or withdraw a certificate;

- not make any claim of conformity (or near conformity) with PAFC requirements in the area included in the scope of the evaluation until and unless a certificate is awarded;
- submit, before every new use of PAFC, PEFC, COFRAC trademarks or use of a statement hinting at the certification, a draft that must be approved by Bureau Veritas Certification;
- limit PAFC, PEFC or COFRAC trademarks use or any other PAFC, PEFC or COFRAC Claim to the products included in the certificate scope;
- not use PAFC certification in the manner as to bring Bureau Veritas Certification into disrepute, and not make any statement regarding to PAFC certification which Bureau Veritas Certification may consider misleading or unauthorized;
- ensure the right to use information which is brought to the attention of Bureau Veritas Certification to follow up on infringements of the PAFC, PEFC and COFRAC Trademarks and of the intellectual property rights held by PAFC, PEFC and COFRAC;
- acknowledge the title of the PAFC's intellectual property rights and that PAFC 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;
- comply with all the Bureau Veritas Certification's and PAFC, PEFC, COFRAC 's requirements regarding claims, logos, certification marks or trademarks;
- continues to pay all specified fees and costs in a timely manner;
- inform Bureau Veritas Certification, in writing, as soon as possible about the change of organization, scope of certification or, if relevant the quality system which has potential impact in regards to PAFC requirements conformity as well as to the continued validity of the certifications;
- accept, after the parties' agreement, a new audit when important modifications justify an urgent audit;
- make public the documents as specified by accreditation and PAFC requirements of certification as well as specified by all applicable PAFC rules & regulations;
- ensure to Bureau Veritas Certification and to the PAFC a free access to the persons, the sites, the documents and confidential information during the certificate validity period and, if a complaint requires extra information, after a certificate suspension or withdrawal;
- send back to Bureau Veritas Certification, in case of certificate withdrawal or termination, the awarded certificates as well as logos, materials and other documents in relation to the use of PAFC, PEFC, COFRAC trademarks;
- ensure that in case of certificate suspension, withdrawal or termination, cease immediately to make any use of any PAFC, PEFC trademarks, or to sell any product that has been previously labelled or marked using the PAFC, PEFC to make any claim that they comply with the requirements for certification;
- ensure that in case of certificate suspension or withdrawal, identify all relevant existing customers, and advise those customers of the suspension or withdrawal in writing within three (3) business days of the suspension or withdrawal, and maintain records of that advice;
- cooperate with Bureau Veritas Certification and with PAFC in order to allow the Bureau Veritas Certification or PAFC to confirm that the obligations have been met;

- allow Bureau Veritas Certification, in the absence of opposite information, to use its name as commercial reference.

Fees

Bureau Veritas Certification reserves the rights to revise the costs and fee within the period of validity of the certificate.

The PAFC certification includes an annual fee chargeable to the Client (i.e. PAFC Annual Administration Fee). This fee is paid to PAFC in order to support the core operation of PAFC system. The annual amount of the fee corresponds to an annual fixed cost specified in the certification contract. The amount of the annual fee may be modified by the PAFC at any time. The non-payment of the annual PAFC Fee will lead to the certificate withdrawal.

Certificate extension, reduction, suspension & termination

During its period of validity, the PAFC certificate holder may require an extension of the scope of its certificate but cannot extend the period of validity of the certificate. Bureau Veritas Certification reserves the right to inspect the site of the specified operation before agreeing to the scope extension. In case of scope modification requirement, the certificate holder shall return its old certificate in order to receive a new one with the new wording for the scope.

A reduction PAFC Forest Management or Chain of Custody certificate scope may also be considered on request from the Client to Bureau Veritas Certification. In case of certificate suspension, the period of suspension cannot exceed 12 months. After this 12-month suspension, the certificate will be terminated.

Confidentiality

The parties oblige themselves to handle in a confidential way all subjects under this contract and to take all necessary measures to insure compliance with this commitment.

However, in order to promote the certified products, Bureau Veritas Certification will use the Client name and the contact details and may give information about certified products (products nature and quantity) launch on the market by the Client.

Dispute

The Client has:

- 21 days, after communication of audit reports by Bureau Veritas Certification, to indicate in writing to Bureau Veritas Certification any complaint or disagreement regarding the audit reports and their conclusions
- 15 days, after notification of Certification Decision Making Entity's decisions, to indicate in writing to Bureau Veritas Certification any appeal, complaint or disagreement regarding such decisions.

After the above periods, the appeals, complaints and disagreement will not be accepted by Bureau Veritas Certification.

Bureau Veritas Certification will make the necessary to resolve the disputes, however if an agreement cannot be found after the parties' negotiation, the PAFC General Certification Conditions should apply to commercial disputes and the PAFC Centre (Libreville – Gabon) will be the only competent authority for the disputes in regards to the PAFC requirements interpretation or to the PAFC/PEFC trademarks use.