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License Agreement for the FSC® Certification Scheme /
Contratto di Licenza per lo Schema di Certificazione FSC®

Between / Tra

(1) FSC Global Development GmbH, Adenauerallee 134, 53113 Bonn, Germany, represented by Managing Directors, Dr. Subhra Bhattacharjee, Ms. Marion Barriskell, Mr. Marc Robert Jessel and Ms. Ria Heleen Stout,

- hereinafter / di seguito : 'FSC GD' -

And / E

(2) BORTOLETTO SERRAMENTI SRL

Via Lussemburgo 11,Padova,Padova,ITALY,35127

Represented by Loris Bortoletto

License code FSC-C229198

- hereinafter / di seguito: 'Licensee' / "Licenziatario"

- FSC GD and Licensee hereinafter individually or jointly also referred to as **'Party'** or **'Parties'** / FSC GD e Licenziatario di seguito denominati anche, individualmente o congiuntamente, **"Parte"** o **"Parti"** –

Preamble

Whereas, the Forest Stewardship Council A.C. (hereinafter **'FSC AC'**), with its registered office in Calle Margarita Maza de Juárez # 436, Col. Centro, 68000 Oaxaca, México is an international not-for-profit membership organization established to promote environmentally appropriate, socially beneficial, economically viable and overall sustainable management of the world's forests. FSC AC has established the FSC Group and developed the FSC Certification Scheme which supports the responsible management of worldwide forest resources.

Whereas, FSC GD is a limited liability company wholly owned by FSC AC, constituted according to German Law and registered in the commercial registry of the District Court of Bonn under HRB number 15990. FSC GD is operating the FSC licensing program which

Introduzione

Considerato che, il Forest Stewardship Council AC (di seguito **"FSC AC"**), con sede legale in Calle Margarita Maza de Juárez n. 436, Col. Centro, 68000 Oaxaca, Messico è un'organizzazione internazionale senza scopo di lucro il cui scopo è promuovere una gestione delle foreste del mondo che sia appropriata dal punto di vista ambientale, socialmente utile, economicamente e globalmente sostenibile. FSC AC ha fondato il gruppo FSC e ha sviluppato lo Schema di Certificazione FSC che supporta la gestione responsabile delle risorse forestali mondiali.

Considerato che, FSC GD è una società a responsabilità limitata interamente controllata da FSC AC, costituita secondo la legge tedesca e iscritta al registro delle imprese del Tribunale locale di Bonn con il numero HRB 15990. FSC GD gestisce il programma

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Managing Directors: Dr. Subhra Bhattacharjee, Ms. Marion Barriskell, Mr. Marc Robert Jessel and Ms. Ria Heleen Stout

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includes the licensing of the FSC Trademarks to Certificate Holders.

di licenze FSC che include la licenza dei Marchi FSC ai Titolari delle Certificazioni.

Whereas, FSC International Center gGmbH (hereinafter **'FSC IC'**) is a not-for-profit limited liability company wholly owned by FSC AC, constituted according to German Law and registered in the commercial registry of the District Court of Bonn under HRB number 12589, having its registered office in Adenauerallee 134, 53113 Bonn, Germany. FSC IC develops principles and standards for the FSC Certification Scheme and fulfils its charitable functions within the meaning of the German Fiscal Code through the promotion of ecology and the environment, in particular with regard to the world's forests in furtherance of the common good. This includes providing the lead in and the development of the FSC policy and standards program. Moreover, FSC IC is furthering the implementation of educational and other professional training programs that support the conservation of forest resources. In addition, FSC IC performs fundraising activities relating to its charitable purpose.

Considerato che, FSC International Center GmbH (di seguito **"FSC IC"**) è una società a responsabilità limitata senza scopo di lucro interamente controllata da FSC AC, costituita secondo la legge tedesca e iscritta al registro delle imprese del Tribunale locale di Bonn con il numero HRB 12589, con sede legale in Adenauerallee 134, 53113 Bonn, Germania. FSC IC sviluppa principi e standard per lo Schema di Certificazione FSC e adempie le proprie funzioni di beneficenza ai sensi del Codice Tributario Tedesco mediante la promozione dell'ecologia e dell'ambiente, in particolare per quanto riguarda le foreste del mondo a favore del bene comune. Ciò include il costituire la guida e lo sviluppo del programma di politiche e standard FSC. Inoltre, FSC IC sta promuovendo l'implementazione di programmi educativi e altri programmi di formazione professionale che supportano la conservazione delle risorse forestali. Inoltre, FSC IC svolge attività di raccolta fondi relative al proprio scopo di beneficenza.

Whereas, ASI – Assurance Services International GmbH (hereinafter **'ASI'**) is a limited liability company wholly owned by FSC AC, constituted according to German Law and registered in the commercial registry of the District Court of Bonn under HRB number 13790, having its registered office in Friedrich-Ebert-Allee 65, 53113 Bonn, Germany. ASI is entrusted with conducting certain accreditation and assurance services, which include the verification of compliance with accreditation requirements applicable to Certification Bodies.

Considerato che, ASI – Assurance Services International GmbH (di seguito **"ASI"**) – è una società a responsabilità limitata interamente controllata da FSC AC, costituita secondo la legge tedesca e iscritta al registro delle imprese del Tribunale locale di Bonn con il numero HRB 13790, con sede legale a Friedrich-Ebert-Allee 65, 53113 Bonn, Germania. ASI è incaricata di condurre specifici servizi di accreditamento e accertamento, che includono la verifica della conformità ai requisiti di accreditamento applicabili per gli Enti di Certificazione.

Whereas, Licensee is the individual or legal entity seeking or already having obtained FSC Certification and commits to promoting the environmentally appropriate, socially beneficial and economically viable management of the world's forests and to abstain and dissociate from unacceptable forestry practices and the violation of the principles and criteria of the FSC Certification Scheme (FSC-STD-01-001).

Considerato che, il Licenziatario è la persona fisica o l'entità legale che richiede o ha già ottenuto la Certificazione FSC e si impegna a promuovere una gestione forestale a livello internazionale appropriata dal punto di vista ambientale, socialmente utile ed economicamente sostenibile, e ad astenersi e dissociarsi da pratiche forestali inaccettabili e dalla violazione dei principi e criteri dello Schema di Certificazione FSC (FSC-STD-01-001).

Whereas, this Agreement governs the rights and obligations between Licensee and FSC GD for FSC Certification. This Agreement contains elements governing the relationship of Licensee with other entities of the FSC Group. This Agreement also makes reference to the Certification Agreement already entered into or to be entered into by Licensee and a Certification Body for obtaining or maintaining FSC Certification. The FSC Certification Scheme is managed by the FSC Group and the compliance of Licensee with the Certification Requirements is regularly and independently verified by a Certification

Considerato che, il presente Contratto regola i diritti e gli obblighi tra il Licenziatario e FSC GD per la Certificazione FSC. Il presente Contratto contiene elementi che regolano il rapporto del Licenziatario con le altre entità del Gruppo FSC. Il presente Contratto fa anche riferimento al Contratto di Certificazione già stipulato o da stipularsi dal Licenziatario e da un Ente di Certificazione per ottenere o mantenere la Certificazione FSC. Lo Schema di Certificazione FSC è gestito dal Gruppo FSC e la conformità del Licenziatario ai Requisiti di Certificazione è verificata regolarmente e in via indipendente da un Ente di

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Body. FSC Certification can only be granted when Licensee holds a valid License Agreement for the FSC Certification Scheme, a valid Certification Agreement and when a positive decision was taken and maintained by the Certification Body *vis-à-vis* Licensee's compliance with the Certification Requirements. This Agreement contains a non-exclusive license, subject to limitations set forth below herein with associated rights and obligations, for using the Licensed Materials in conjunction with FSC-Certified Products and the promotion of FSC-Certified Products as long as the Certification Requirements are fulfilled. This Agreement also contains obligations for the Parties to ensure the integrity of the FSC Certification Scheme and compliance with legal requirements.

Now, therefore, in consideration of the preamble, the Parties agree as follows:

Certificazione. La Certificazione FSC può essere concessa solo qualora il Licenziatario detenga un Contratto di Licenza valido per lo Schema di Certificazione FSC, un Contratto di Certificazione valido, e quando l'Ente di Certificazione abbia preso e confermato una decisione positiva relativa alla conformità del Licenziatario ai Requisiti di Certificazione. Il presente Contratto contiene una licenza non esclusiva, soggetta alle limitazioni ivi di seguito stabilite con annessi diritti e obblighi, per l'utilizzo dei Materiali concessi in licenza insieme ai Prodotti certificati FSC e alla promozione dei Prodotti certificati FSC purché siano soddisfatti i Requisiti di Certificazione. Il presente Contratto contiene anche l'obbligo per le Parti di garantire l'integrità dello Schema di Certificazione FSC e la conformità ai requisiti legali.

Dunque, tenendo conto dell'introduzione, le Parti convengono quanto segue:

1. Definitions

1.1. **'Advice Note on False Claims'** means Advice Note ADVICE-40-004-18, included in the Directive (collection of several Advice Notes) DIR-04-004, which outlines the concept and consequences for a Licensee committing False Claims. The Advice Note on False Claims, which forms an essential part of the Certification Requirements, can be found in **Annex 5** and it is always applicable in its most recent version, which is available in FSC-DIR-40-004 at fsc.org/en/document-centre. Upon the next revision of FSC-STD-40-004, the FSC-ADVICE-40-004-18 will be incorporated into FSC-STD-40-004. After this incorporation the concept and consequences of the Advice on False Claims continue to apply to Licensee.

1.2. **'Affiliated Companies'** means companies controlled by Licensee and companies controlling Licensee, as well as companies under common control with Licensee (e.g. parent or sister company, subsidiary, joint venture, etc.). Control in this regard means the possession of the power to direct, restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means.

1.3. **'Agreement'** means this License Agreement for the FSC Certification Scheme with its Annexes and also the Certification Requirements, which in particular include, the

1. Definizioni

1.1. **"Nota d'Avviso su False Dichiarazioni"** indicata come Nota d'Avviso ADVICE-40-004-18, inclusa nella Direttiva (serie di più Note d'Avviso) DIR-04-004, che delineano il concetto e le conseguenze per un Licenziatario che commette False Dichiarazioni. La Nota d'Avviso su False Dichiarazioni, che costituisce una parte essenziale dei Requisiti di Certificazione, può essere consultata nell'**Allegato 5** ed è sempre applicabile nella sua versione più recente, disponibile nel FSC-DIR-40-004 su fsc.org/en/document-centre. A partire dalla prossima revisione del FSC-STD-40-004, la FSC-ADVICE-40-004-18 verrà incorporato nel FSC-STD-40-004. Il concetto e le conseguenze della Nota d'Avviso su False Dichiarazioni continueranno comunque ad applicarsi al Licenziatario.

1.2. **"Società Affiliate"** indica le società controllate dal Licenziatario e società che controllano il Licenziatario nonché società sotto controllo comune con il Licenziatario (ossia azienda madre o società consociata, società sussidiaria, joint venture ecc.). Controllo, a tal proposito, indica la proprietà del potere di dirigere, limitare, regolare, governare o amministrare le prestazioni dell'altra società attraverso l'autorità, i diritti, il contratto o altri metodi.

1.3. **"Contratto"** indica il presente Contratto di Licenza per lo Schema di Certificazione FSC con i relativi Allegati e i Requisiti di Certificazione, che includono in particolare la

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Policy for Association, in their most recent versions. All such documents form an integral part of this Agreement. A list of the applicable Certification Requirements has also been and/or will also be provided by the Certification Body and can be found in **Annex 2** and, always in its most recent version, at https://fsc.org/en/normative-framework-overview.

Politica di Associazione nelle versioni più recenti. Tali documenti costituiscono parte integrante del presente Contratto. L'elenco dei Requisiti di Certificazione applicabili sarà fornito dall'Ente di Certificazione e può essere consultato nell'**Allegato 2** e, sempre nella sua versione più recente, su https://fsc.org/en/normative-framework-overview.

1.4. **'Blocked'** means the restriction for a Licensee or former licensee from carrying out processes or activities that are included within the scope of the FSC Certification, and prevention of re-entry to the FSC system by re-certification or by becoming a member of a Group or Multi-site Chain of Custody certification, or by becoming a contractor for other Certificate Holders with valid FSC Certification.

1.4. **"Bloccato"** indica la restrizione di un Licenziatario o un ex licenziatario nello svolgere i processi o le attività incluse nel campo d'applicazione della Certificazione FSC, e previene il Licenziatario dal rientrare nel sistema FSC attraverso una ri-certificazione, diventando membro di un Gruppo o una certificazione *Chain Of Custody* multi-sito, o diventando un terzista per altri titolari di un certificato aventi la Certificazione FSC valida.

1.5. **'Certificate Holder'** refers to an individual or legal entity with FSC Certification.

1.5. **"Possessore di certificato"** si riferisce a una persona fisica o giuridica con Certificazione FSC.

1.6. **'Certification Agreement'** refers to a mutual agreement entered into between Licensee and a Certification Body for the purpose of obtaining and maintaining FSC Certification.

1.6. **"Contratto di Certificazione"** si riferisce ad un accordo reciproco stipulato tra il Licenziatario e un Ente di Certificazione allo scopo di ottenere e mantenere la Certificazione FSC.

1.7. **'Certification Body'** means a legal entity accredited against the requirements of the FSC Certification Scheme by and based on the decision of ASI, and which performs conformity assessment services as defined in FSC-STD-20-001 and in the Certification Agreement. The Certification Body initially and independently verifies the compliance of Licensee with the Certification Requirements to take a decision on whether Licensee should receive and maintain FSC Certification. After a positive decision on FSC Certification, the Certification Body regularly and independently assesses the compliance of Licensee with the Certification Requirements in order to maintain the FSC Certification. For the avoidance of doubt, the Certification Body is not part of the FSC Group.

1.7. **"Ente di Certificazione"** indica un'entità legale accreditata secondo lo Schema di Certificazione FSC da e in base alla decisione di ASI, che esegue servizi di valutazione della conformità come definito in FSC-STD-20-001 e nel Contratto di Certificazione. L'Ente di Certificazione verifica inizialmente e in modo indipendente la conformità del Licenziatario ai Requisiti di Certificazione per stabilire se il Licenziatario possa ricevere e mantenere la Certificazione FSC. Dopo una decisione positiva sulla Certificazione FSC, l'Ente di Certificazione verifica regolarmente e in via indipendente la conformità del Licenziatario ai Requisiti di Certificazione al fine di mantenere la Certificazione FSC. Per togliere ogni dubbio, l'Ente di Certificazione non fa parte del Gruppo FSC.

1.8. **'Certification Data'** refers to all details of the Certificate Holder and its FSC Certification under the FSC Certification Scheme that are processed by the Certification Body to allow Licensee to participate in the FSC Certification Scheme and that are necessary to ensure compliance with the Certification Requirements and to clearly identify the Certificate Holder with its scope of FSC Certification. In order to enable producers and consumers to verify the status

1.8. **"Dati di Certificazione"** si riferisce a tutti i dettagli del Titolare della Certificazione e della sua Certificazione FSC nell'ambito dello Schema di Certificazione FSC, che vengono elaborati dall'Ente di Certificazione per consentire al Licenziatario di prendere parte allo Schema di Certificazione FSC, e che sono necessari per garantire la conformità con i Requisiti di Certificazione e per identificare chiaramente il Titolare della Certificazione con

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

and the scope of an FSC Certification, the following details shall be made available on the FSC Search, in line with data protection requirements when applicable: the name(s), address, contact information of Licensee, website, license code, certificate code, certificate type, types of FSC-Certified Products, species, system of control, primary activity, secondary activity, output category, standard, first issue and last issue date, expiry date, name of the responsible Certification Body, boundary and polygons of certified management units, public summary audit reports, company risk assessment, the FSC Certification status, the license status and any other information required in the Certification Requirements.

il suo campo d'applicazione della Certificazione FSC. Al fine di consentire a produttori e consumatori di verificare lo stato e il campo d'applicazione di una Certificazione FSC, i seguenti dettagli devono essere resi disponibili nella Ricerca FSC (*FSC Search*), in linea con i requisiti di protezione dei dati, ove applicabili: nome, indirizzo, informazioni di contatto del Licenziatario, sito web, codice licenza, codice certificato, tipo di certificato, tipi di Prodotti certificati FSC, specie, sistema di controllo, attività primaria, attività secondaria, categoria di output, standard, data di prima e ultima emissione, data di scadenza, nome dell'Ente di Certificazione responsabile, confine e poligoni delle unità di gestione certificate, rapporti di audit pubblici di sintesi, valutazione del rischio aziendale, stato della Certificazione FSC, stato della licenza e qualsiasi altra informazione richiesta nei Requisiti di Certificazione.

1.9. **'Certification Requirements'** mean all requirements that must be met by Licensee in order to qualify for, obtain and maintain FSC Certification. The Certification Requirements are revised according to FSC-PRO-01-001 and include all documents (e.g. Policies, Standards, Directives, Advice Notes, Guidance Documents, Interpretations, and any other documentation developed by the FSC Group) that are necessary for operating the FSC Certification Scheme. A list of the applicable Certification Requirements will be provided by the Certification Body and can be found in **Annex 2** and, always in its most recent version, at fsc.org/normative-framework-overview. All documents forming part of the Certification Requirements are available, always in their most recent versions, at fsc.org/en/document-centre.

1.9. **"Requisiti di Certificazione"** indica tutti i requisiti che il Licenziatario deve soddisfare per richiedere, ottenere e mantenere la Certificazione FSC. I Requisiti di Certificazione sono rivisti secondo FSC-PRO-01-001 e includono tutti i documenti (ad esempio, politiche, standard, direttive, note d'avviso, documenti guida, interpretazioni e qualsiasi altra documentazione sviluppata dal Gruppo FSC) che sono necessari per il funzionamento dello Schema di Certificazione FSC. L'elenco dei Requisiti di Certificazione applicabili sarà fornito dall'Ente di Certificazione e può essere consultato nell'**Allegato 2** e, sempre nella sua versione più recente, su fsc.org/normative-framework-overview. Tutti i documenti che fanno parte dei Requisiti di Certificazione sono disponibili, sempre nelle loro versioni più recenti, su fsc.org/en/document-centre.

1.10. **'Effective Date'** means the date when this Agreement comes into force as provided for in Section 22 below.

1.10. **"Data di entrata in vigore"** indica la data in cui il presente Contratto entra in vigore come previsto nella Sezione 22 di seguito nel documento.

1.11. **'False Claim'** means an FSC Claim made on sales documents (physical or electronic) or the use of the FSC trademarks, on products and for projects that are not eligible to be claimed, labelled, and/or promoted as being FSC-Certified or FSC Controlled Wood. A False Claim differs from an inaccurate claim, in which an FSC-Certified Product, that is eligible to be sold as FSC-certified, is sold with the wrong FSC Claim.

1.11. **"Falsa dichiarazione"** indica una Dichiarazione FSC effettuata su documenti di vendita (fisici o elettronici) o in relazione all'uso dei Marchi FSC, su prodotti e progetti che non possono essere rivendicati, etichettati e/o promossi come Certificati FSC o come Legno Controllato FSC (*Controlled Wood*). Una Falsa Dichiarazione differisce da una dichiarazione inesatta, in cui un Prodotto Certificato FSC, che può essere venduto come certificato FSC, viene venduto con la Dichiarazione FSC sbagliata.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

1.12. **'FSC Brand Hub'** is the web-based platform available for Licensees to access to Licensed materials, promotional panels, graphic vectors, marketing and campaign assets (including imagery, creative assets), supporting and guidance materials, and the most recent version of the Trademark Registration List. Access to the FSC Brand Hub is provided by the Certification Body.

1.13. **'FSC Certification'** means the resulting status of an individual or legal entity that has successfully entered into a Certification Agreement, is in conformity with the Certification Requirements, and holds a valid License Agreement for the FSC Certification Scheme.

1.14. **'FSC Certification Database'** is a computer-based system containing *inter alia* information on Certification Data, Certification Bodies, Certificate Holders and other license holders. It includes a search function which is publicly accessible at info.fsc.org ('**FSC Search**') and which enables producers, traders and consumers to verify the status and scope of an FSC Certification as well as provides transparency for stakeholders.

1.15. **'FSC Certification Portal'** is a computer-based interface whose primary function is to enable the electronic signature, administration, execution and enforcement of this Agreement. It serves also as the main communication channel between FSC GD and all Certificate Holders, including the Licensee, concerning the Certification Requirements, and other aspects concerning the contractual relationship. It is accessible via https://connect.fsc.org/.

1.16. **'FSC Certification Scheme'** means the scheme managed by the FSC Group to enable independent third-party certification of environmentally appropriate, socially beneficial, and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests. The FSC Certification Scheme includes the following:

1.12. **"FSC Brand Hub"** è la piattaforma web a disposizione dei Licenziatari per accedere ai Materiali concessi in licenza, ai pannelli promozionali, ai vettori grafici, agli asset di marketing e per le campagne (comprese le immagini e gli asset creativi), ai materiali di supporto e di guida e alla versione più recente dell'Elenco di registrazione dei marchi. L'accesso all'FSC Brand Hub è fornito dall'Ente di Certificazione.

1.13. **"Certificazione FSC"** indica lo stato di una persona fisica o giuridica che ha aderito con successo a un Contratto di Certificazione, che è conforme ai Requisiti di Certificazione e che detiene un Contratto di Licenza valido per lo Schema di Certificazione FSC.

1.14. **"Database delle Certificazioni FSC"** è un sistema computerizzato contenente informazioni *inter alia* sui Dati di Certificazione in riferimento allo Schema di Certificazione FSC, agli Enti di Certificazione e ai Titolari della Certificazione. Comprende una funzione di ricerca accessibile pubblicamente su info.fsc.org (**Ricerca FSC** – *FSC Search*) che consente a produttori, commercianti e consumatori di verificare lo stato e il campo d'applicazione di una Certificazione FSC, oltre a fornire trasparenza alle parti interessate (*Stakeholders*).

1.15. **"Portale delle Certificazioni FSC"** è un'interfaccia computerizzata la cui principale funzione è quella di svolgere le seguenti funzioni: abilita la firma elettronica e la gestione, l'esecuzione e l'applicazione del presente Contratto. Inoltre, questo funge da principale canale di comunicazione tra FSC GD e tutti i Titolari della Certificazione, incluso il Licenziatario, sui Requisiti di Certificazione e gli altri aspetti relativi al rapporto contrattuale. Questo è consultabile su https://connect.fsc.org/.

1.16. **"Schema di Certificazione FSC"** indica il sistema gestito dal Gruppo FSC per consentire una certificazione indipendente di parte terza riferito ad una gestione forestale appropriata dal punto di vista ambientale, socialmente utile ed economicamente sostenibile, come meccanismo di mercato che consente a produttori e consumatori di identificare e acquistare legname e prodotti forestali non legnosi da foreste ben gestite. Lo Schema di Certificazione FSC include quanto segue:

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

1.16.1. application, evaluation, monitoring and independent certification against the Certification Requirements; and

1.16.2. development and management of normative and non-normative documents (e.g. Policies, Standards, Procedures, Directives, Advice Notes, Guidance Documents, Interpretations) required to operate the FSC Certification Scheme.

1.17. **'FSC-Certified Product'** is a product that conforms to all applicable Certification Requirements and is eligible to be sold with FSC Claims and/or to be labelled and promoted with the FSC Trademarks. FSC Controlled Wood as defined in FSC-STD-40-005 and FSC-STD-30-010 is not considered to be an FSC-Certified Product.

1.18. **'FSC Check'** means the requirements set out in FSC-PRO-10-004 called Disclosure Requirements for Association with FSC, which is a tool to conduct a risk-based review of organizations that want to join or re-join the FSC system. The Disclosure Requirements for Association with FSC, which form an important part of the Certification Requirements is always applicable in its most recent version, and is available at fsc.org/en/document-centre.

1.19. **'FSC Claim'** is a claim made on sales and delivery documents for FSC-Certified Products or FSC Controlled Wood. The claims are: FSC 100%, FSC Mix x%, FSC Recycled x%, FSC Mix Credit, FSC Recycled Credit, and FSC Controlled Wood.

1.20. **'FSC Group'** refers to FSC AC, FSC GD, FSC IC and ASI. Any reference to 'FSC Group' is also a reference to any of the entities within the FSC Group.

1.21. **'FSC Network'** refers to the global network supporting FSC Group's mission consisting of the FSC Group itself, the FSC Indigenous Foundation, the FSC Investments and Partnerships Inc., and other regional and national partner organizations as listed at fsc.org/en/page/locations.

1.22. **'FSC Trademarks'** mean all trademarks worldwide, no matter whether registered or unregistered, owned by FSC Group or any of its subsidiaries.

1.16.1. richiesta, valutazione, monitoraggio e certificazione indipendente in relazione ai Requisiti di Certificazione; e

1.16.2. sviluppo e gestione di documenti normativi e non normativi (es. politiche, standard, procedure, direttive, note d'avviso, documenti guida, interpretazioni) necessari per attuare lo Schema di Certificazione FSC.

1.17. **"Prodotto certificato FSC"** è un prodotto conforme a tutti i Requisiti di Certificazione applicabili ed è idoneo per essere venduto con Dichiarazioni FSC e/o per essere etichettato e promosso con i Marchi FSC. Il Legno Controllato FSC (*FSC Controlled Wood*) come definito in FSC-STD-40-005 e FSC-STD-30-010 non è considerato un Prodotto certificato FSC.

1.18. **"FSC Check"** comprende i requisiti stabiliti nel documento FSC-PRO-10-004 denominato *Disclosure Requirements for Association with FSC*, ed è uno strumento per condurre una revisione basata sul rischio delle organizzazioni che vogliono entrare o rientrare nel sistema FSC. I *Disclosure Requirements for Association with FSC*, che costituiscono una parte importante dei Requisiti di Certificazione, sono sempre applicabili nella loro versione più recente e sono disponibili all'indirizzo fsc.org/en/document-centre.

1.19. **"Dichiarazione FSC"** è una dichiarazione effettuata su vendite e documenti di consegna di Prodotti Certificati FSC o di Legno Controllato FSC. Le dichiarazioni sono: FSC 100%, FSC Misto x%, FSC Riciclato x%, FSC Misto Crediti, FSC Riciclato Crediti e Legno Controllato FSC.

1.20. **"Gruppo FSC"** si riferisce a FSC AC, FSC GD, FSC IC e ASI. Ogni riferimento al "Gruppo FSC" è anche un riferimento a qualsiasi entità del Gruppo FSC.

1.21. **"Network FSC"** si riferisce al network globale che supporta la missione del Gruppo FSC composta dallo stesso Gruppo FSC, dalla Fondazione per gli Indigeni FSC (*FSC Indigenous Foundation*), dalla FSC Investments and Partnerships Inc. e da altre organizzazioni partner regionali e nazionali elencate su fsc.org/en/page/locations.

1.22. **"Marchi FSC"** indica tutti i marchi nel mondo, che siano registrati o non registrati, di proprietà del Gruppo FSC o di una delle sue sussidiarie.

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1.23. **'Inspection'** means access by the FSC Group and/or its appointed delegates/auditors to Licensee's information, documents, premises, personnel and systems. Inspections are limited to verifying Licensee's conformance with the Certification Requirements.

1.24. **'Licensed Materials'** stand for those FSC Trademarks that are licensed under this Agreement as set out in **Annex 1**. The colours, formats, positioning, marking, and uses of the FSC Trademarks are set forth in this Agreement and are supplemented by the Trademark Registration List, the Trademark Use Requirements, and other instructions that may come from the Certification Body and/or the FSC Group.

1.25. **'Policy for Association'** means the requirements set out in FSC-POL-01-004 which are the core principles and values any organization associated with FSC must comply with and are therefore specifically highlighted herein. The Policy for Association, which forms an important part of the Certification Requirements, can be found in **Annex 3** and it is always applicable in its most recent version, which is available at fsc.org/en/document-centre.

1.26. **'Third Party'** or **'Third Parties'** refers to all other parties (i.e., individuals, organizations, corporations, or groups of persons) which are not party to this Agreement.

1.27. **'Trademark Registration List'** is a table with FSC trademark information indicating the status of trademark registration by country, sorted by region, and which is found on the web-based FSC Brand Hub.

1.28. **'Trademark Use Requirements'** refer to the rules applicable to all Certificate Holders for the use of the Licensed Materials, as set out in FSC-STD-50-001 and the documents referred to therein, which set the minimum requirements and provide recommendations for the use of the Licensed Materials for on-product labelling and the promotion of FSC-Certified Products and FSC Certification.

1.29. **'Transaction Verification Data'** includes information specific to a purchase transaction or sale of FSC-Certified Products according to the

1.23. **"Ispezione"** indica l'accesso da parte del Gruppo FSC e/o dei suoi delegati/revisori (auditors) designati alle informazioni, ai documenti, alle sedi, al personale e ai sistemi del Licenziatario. Le Ispezioni sono limitate alla verifica della conformità del Licenziatario ai Requisiti di Certificazione.

1.24. **"Materiali concessi in licenza"** indica quei Marchi FSC concessi in licenza ai sensi del presente Contratto come stabilito nell'**Allegato 1**. I colori, i formati, la posizione, la marcatura e gli usi dei Marchi FSC sono stabiliti nel presente Contratto e sono integrati dall'Elenco dello stato di registrazione dei Marchi, dai Requisiti per l'uso dei Marchi e da altre istruzioni eventualmente fornite dall'Ente di Certificazione e/o dal Gruppo FSC.

1.25. **"Politica di Associazione"** indica i requisiti stabiliti in FSC-POL-01-004 che sono i principi e i valori fondamentali che qualsiasi organizzazione associata a FSC deve rispettare, e sono pertanto specificamente evidenziati nel presente documento. La Politica di Associazione, che costituisce una parte importante dei Requisiti di Certificazione, è consultabile nell'**Allegato 3** ed è sempre applicabile nella sua versione più recente, che è disponibile su fsc.org/en/document-centre.

1.26. **"Terza parte"** o **"Terze parti"** si riferiscono a tutte le altre parti (ovvero individui, organizzazioni, società o gruppi di persone) che non fanno parte del presente Contratto.

1.27. **"Elenco dello stato di registrazione dei Marchi"** è una tabella informativa sui marchi FSC che indica lo stato della registrazione dei marchi in base al Paese, ordinati per regione, e che si trova online nell'FSC Brand Hub.

1.28. **"Requisiti per l'uso dei Marchi"** si riferiscono alle regole applicabili a tutti i Titolari delle Certificazioni per l'uso dei Materiali concessi in licenza, come stabilito in FSC-STD-50-001 e nei documenti a cui si fa riferimento, che stabiliscono i requisiti minimi e forniscono raccomandazioni per l'uso dei Materiali concessi in licenza per l'etichettatura del prodotto e la promozione dei Prodotti certificati FSC e della Certificazione FSC.

1.29. **"Dati di verifica della transazione"** includono informazioni specifiche per una transazione di acquisto o vendita di Prodotti certificati FSC in

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Certification Requirements including, *inter alia,* the number of the transaction document (invoice number, shipping number, etc.), date of the transaction, prices, material or product description, wood species, quantities and units of transaction, specific certification claim, FSC license code of trading partner, and product type.

base ai Requisiti di Certificazione, compresi, *inter alia,* il numero del documento della transazione (numero di fattura, numero di spedizione, ecc.), la data della transazione, prezzi, descrizione del materiale o del prodotto, specie legnosa, quantità e unità di transazione, dichiarazione di certificazione specifica, codice di licenza FSC del partner commerciale e tipo di prodotto.

2. License to use the Licensed Materials

2. Licenza per l'uso dei Materiali concessi in licenza

2.1. FSC GD grants to Licensee a royalty-free, revocable, non-exclusive and non-transferable license to use the Licensed Materials for FSC Claims, for on-product labelling on FSC-Certified Products and for promotional use worldwide (hereinafter the '**Granted Rights**') under the conditions set forth in Section 3 and in accordance with the current Certification Requirements, Trademark Use Requirements, and Trademark Registration List.

2.1. FSC GD concede al Licenziatario una licenza priva di royalty, revocabile, non esclusiva e non trasferibile per utilizzare i Materiali concessi in licenza in riferimento alle Dichiarazioni FSC, per l'etichettatura di Prodotti certificati FSC e per uso promozionale in tutto il mondo (di seguito i **"Diritti concessi**") alle condizioni stabilite nella Sezione 3 e in conformità con gli attuali Requisiti di Certificazione, ai Requisiti per l'uso dei Marchi ed all'Elenco dello stato di registrazione dei Marchi.

2.2. The assignment, sale and transfer of the Granted Rights to Third Parties or the sublicense of the Granted Rights to Third Parties is not permitted without FSC GD's prior written approval.

2.2. L'assegnazione, la vendita e il trasferimento dei Diritti concessi a terzi o la sublicenza dei Diritti concessi a terzi sono consentiti solo previo consenso scritto di FSC GD.

2.3. For the avoidance of doubt, the use of the Licensed Materials is especially prohibited in connection with:

2.3. Per togliere ogni dubbio, l'uso dei Materiali concessi in licenza è particolarmente vietato in relazione a:

2.3.1. any product that falls outside of the scope of Licensee's FSC Certification;

2.3.1. qualsiasi prodotto che esuli dall'ambito della Certificazione FSC del Licenziatario;

2.3.2. any product with labelling or packaging that misidentifies the composition of the product;

2.3.2. qualsiasi prodotto con etichettatura o imballaggio che identifichi erroneamente la composizione del prodotto;

2.3.3. any product that is not eligible to be sold with FSC Claims and to be labelled and promoted with the FSC Trademarks;

2.3.3. qualsiasi prodotto non idoneo ad essere venduto con Dichiarazioni FSC e ad essere etichettato e promosso con i Marchi FSC;

2.3.4. any False Claims on sales documents as defined in ADVICE-40-004-18 and relevant normative documents on False Claims;

2.3.4. eventuali False Dichiarazioni sui documenti di vendita come definito in ADVICE-40-004-18 e altri documenti normativi applicabili alle False Dichiarazioni;

2.3.5. any products produced or sold, or promotional use of the Licensed Materials while the Granted Rights under this Agreement are suspended pursuant to Section 15 below or after the termination of this Agreement pursuant to Section 16 below;

2.3.5. qualsiasi prodotto fabbricato o venduto, o uso promozionale dei Materiali concessi in licenza mentre i Diritti concessi ai sensi del presente Contratto sono sospesi ai sensi della seguente Sezione 15, o dopo la risoluzione del presente Contratto ai sensi della seguente Sezione 16;

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

2.3.6. any products produced or sold, or promotional use of the Licensed Materials while the FSC Certification is suspended or after the FSC Certification is terminated.

2.4. FSC GD warrants to Licensee that it is authorized to license the Granted Rights to Licensee under this Agreement.

2.5. FSC GD further warrants to Licensee that, to the best of FSC GD's knowledge at the time of the Effective Date, the use of the Licensed Materials does not infringe upon any pre-existing or prior-registered Third Party trademark rights.

3. Status of the Agreement and FSC Certification

3.1. Licensee's FSC Certification can have the following status:

- Valid;
- Suspended;
- Terminated;
- Suspended and Blocked;
- Terminated and Blocked.

3.2. The Agreement can have the following status:

- Valid;
- Valid with suspended Granted Rights;
- Terminated.

3.3. For the avoidance of doubt, Licensee is allowed to use the Granted Rights granted under this Agreement only if Licensee's FSC Certification has a valid status accordingly.

3.4. FSC Certification can only have a valid status if the following conditions are cumulatively met: (i)Licensee has accepted all terms and conditions of this Agreement, (ii) the Granted Rights have not been suspended, (iii) Licensee has entered into a Certification Agreement and (iv) Licensee's operations conform with the Certification Requirements.

3.5. The status of the Granted Rights under this Agreement is dependent upon the status of Licensee's FSC Certification as published on the FSC Search. Therefore, if the FSC Certification is suspended or terminated, the

2.3.6. qualsiasi prodotto fabbricato o venduto, o uso promozionale dei Materiali concessi in licenza mentre la Certificazione FSC è sospesa o dopo che la Certificazione FSC sia terminata.

2.4. FSC GD garantisce al Licenziatario di essere autorizzato a concedere in licenza i Diritti concessi al Licenziatario ai sensi del presente Contratto.

2.5. FSC GD garantisce inoltre al Licenziatario che, al meglio delle conoscenze di FSC GD al momento della data di entrata in vigore, l'uso dei Materiali concessi in licenza non viola alcun diritto di marchio di Terze Parti preesistente o registrato in precedenza.

3. Stato del Contratto e della Certificazione FSC

3.1. La Certificazione FSC del Licenziatario può apparire nel seguente stato:

- Valida;
- Sospesa;
- Terminata;
- Sospesa e Bloccata;
- Terminata e Bloccata.

3.2. Il Contratto può avere i seguenti stati:

- Valido;
- Valido con sospensione dei Diritti Concessi;
- Terminato.

3.3. Per togliere ogni dubbio, al Licenziatario è consentito utilizzare i Diritti concessi ricevuti in base al presente Contratto solo se la Certificazione FSC del Licenziatario presenta il corrispondente stato di validità.

3.4. La Certificazione FSC può avere uno stato di validità solo se le seguenti condizioni sono soddisfatte cumulativamente: (i) il Licenziatario ha accettato tutti i termini e le condizioni del presente Contratto, (ii) i Diritti concessi non sono stati sospesi, (iii) il Licenziatario ha stipulato un Contratto di Certificazione e (iv) le operazioni del Licenziatario sono conformi ai Requisiti di Certificazione.

3.5. Lo stato dei Diritti concessi ai sensi del presente Contratto dipende dallo stato della Certificazione FSC del Licenziatario come pubblicato sulla Ricerca FSC (*FSC Search*). Pertanto, se la Certificazione FSC viene sospesa o terminata, i Diritti concessi sono

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Granted Rights are automatically suspended without the need to provide notice (*ipso facto*).

3.6. Notwithstanding Section 3.5, the Granted Rights may be suspended pursuant to Section 15 below or this Agreement may be terminated pursuant to Section 16 below. In such an event, the FSC Certification status will also be automatically affected without the need to provide notice (*ipso facto*). As a result, if the Granted Rights are suspended, the FSC Certification is automatically suspended without the need to provide notice (*ipso facto*). If this Agreement is terminated, the FSC Certification is automatically terminated two weeks after the effective date of termination of this Agreement without the need to provide notice (*ipso facto*), except for the cases of False Claims, in which the FSC Certification is immediately terminated.

3.7. Notwithstanding Sections 3.5 and 3.6, the FSC Certification shall be terminated when Licensee does not hold a valid Certification Agreement with a Certification Body.

3.8. The suspension of the Granted Rights pursuant to Sections 3.5 and 3.6 does not affect the other obligations of both Parties under this Agreement.

3.9. During and after the Term of this Agreement, FSC GD is expressly entitled to publish the Certification Data in the FSC Search in order to demonstrate the status of Licensee's FSC Certification. Certification Data shall remain in the FSC Search for ten (10) years after termination or expiration of this Agreement.

4. FSC Trademark Services

4.1. The Parties acknowledge that the Certification Body provides approvals and compliance checks regarding the use of the Licensed Materials on behalf of FSC GD. The Certification Body shall therefore be the first point of contact for Licensee with regards to trademark usage. In this context, the Certification Body provides the following services:

4.1.1. reviews and approves Licensee's proposed use of the Licensed Materials according to the Certification Requirements and the Trademark

automaticamente sospesi senza la necessità di fornire un preavviso (*ipso facto*).

3.6. Nonostante la Sezione 3.5, i Diritti concessi possono essere sospesi ai sensi della seguente Sezione 15 o il presente Contratto può essere risolto ai sensi della seguente Sezione 16. In tal caso, anche lo stato della Certificazione FSC ne sarà automaticamente interessato, senza la necessità di fornire un preavviso (*ipso facto*). Di conseguenza, se i Diritti concessi vengono sospesi, la Certificazione FSC è automaticamente sospesa, senza la necessità di fornire un preavviso (*ipso facto*). Se il presente Contratto viene risolto, la Certificazione FSC è automaticamente terminata due settimane dopo la data effettiva del termine del presente Contratto, senza la necessità di fornire un preavviso (*ipso facto*), ad eccezione dei casi di False Dichiarazioni, in cui la Certificazione FSC è immediatamente terminata.

3.7. Nonostante la Sezioni 3.5 e 3.6, la Certificazione FSC è terminata quando il Licenziatario non possiede un Contratto di Certificazione validato con un Ente di Certificazione.

3.8. La sospensione dei Diritti concessi ai sensi delle Sezioni 3.5 e 3.6 non pregiudica gli altri obblighi di entrambe le Parti ai sensi del presente Contratto.

3.9. Durante e dopo la Scadenza del presente Contratto, FSC GD è espressamente autorizzata a pubblicare i Dati di certificazione nella Ricerca FSC (*FSC Search*) al fine di dimostrare lo stato della Certificazione FSC del Licenziatario. I Dati di certificazione rimarranno nella Ricerca FSC (*FSC Search*) per dieci (10) anni dopo la risoluzione o la scadenza del presente Contratto.

4. Servizi per i Marchi FSC

4.1. Le parti riconoscono che l'Ente di Certificazione fornisce approvazione e controlli di conformità riguardo l'uso dei Materiali concessi in licenza per conto di FSC GD. L'Ente di Certificazione sarà quindi il primo punto di contatto del Licenziatario relativamente all'utilizzo del marchio. A tal proposito, l'Ente di Certificazione fornisce i seguenti servizi:

4.1.1. esamina e approva l'utilizzo proposto dal Licenziatario dei Materiali concessi in licenza in base ai Requisiti di Certificazione e ai Requisiti

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Use Requirements in their most current version; and

4.1.2. provides support regarding the use of the Licensed Materials and access to the Licensed Materials as well as supporting materials, including through the FSC Brand Hub.

4.2. FSC GD reserves the right to perform the functions mentioned in Sections 4.1.1 and 4.1.2 above in order to protect its trademarks in furtherance of the FSC Certification Scheme. In case FSC GD decides to perform the above functions, the decision made by FSC GD shall supersede any decision taken by the Certification Body on the same matter and shall be communicated to Licensee.

5. Incorporation and Modification of Certification Requirements

5.1. By signing this Agreement, Licensee declares that it has read, understood and accepted the terms of the Certification Requirements, and acknowledges that the Certification Requirements are deemed to be an integral part of this Agreement. An overview of the Certification Requirements applicable to this Agreement is available in **Annex 2** and, in its most recent version, at fsc.org/normative-framework-overview.

5.2. The FSC Group reserves the right to unilaterally develop new and revise all or parts of the existing Certification Requirements, in particular to the extent the development and revisions are decided by the FSC AC General Assembly or the FSC Board of Directors or the FSC Director General, or are otherwise necessary to comply with new or modified legal, regulatory, technical or environmental requirements or, to maintain the purpose and level of integrity of the FSC Certification Scheme or in furtherance of the FSC Certification Scheme. Next to other publications and information provided by the Certification Body in charge, the FSC Group will within reasonable time in advance inform Licensee electronically via the e-mail address provided according to Section 12.5 about the nature and scope of any development or revision to the Certification Requirements as applicable to Licensee. Consent to the newly developed or revised Certification Requirements is deemed to have been declared by Licensee and the newly developed or revised part will become an integral part of this Agreement on the announced effective date unless Licensee expressly objects within six (6) weeks after the

per l'uso dei Marchi nella loro versione più recente; e

4.1.2. fornisce supporto riguardo all'uso dei Materiali concessi in licenza e l'accesso ai Materiali concessi in licenza nonché ai materiali di supporto, anche attraverso l'FSC Brand Hub.

4.2. FSC GD si riserva il diritto di svolgere le funzioni menzionate nelle Sezioni 4.1.1 e 4.1.2 di cui sopra al fine di proteggere i propri marchi a sostegno dello Schema di Certificazione FSC. Nel caso in cui FSC GD decida di svolgere le funzioni di cui sopra, la decisione presa da FSC GD sostituirà qualsiasi decisione presa dall'Ente di Certificazione sulla stessa materia e sarà comunicata al Licenziatario.

5. Accorpamento e modifica dei Requisiti di Certificazione

5.1. Firmando il presente Contratto, il Licenziatario dichiara di aver letto, compreso e accettato i termini dei Requisiti di Certificazione, e riconosce che i Requisiti di Certificazione sono considerati parte integrante del presente Contratto. Una panoramica dei Requisiti di Certificazione applicabili al presente Contratto è disponibile nell'**Allegato 2** e, nella sua versione più recente, su fsc.org/normative-framework-overview.

5.2. Il Gruppo FSC si riserva il diritto di sviluppare e rivedere unilateralmente tutti o parte degli esistenti Requisiti di Certificazione, in particolare nella misura in cui lo sviluppo e le revisioni siano decisi dall'Assemblea Generale di FSC AC, dal Consiglio di Amministrazione di FSC o dal Direttore Generale di FSC, o siano altrimenti necessari per conformarsi alle nuove o riadattate disposizioni legali, requisiti normativi, tecnici o ambientali, o per mantenere lo scopo e il livello di integrità dello Schema di Certificazione FSC o a sostegno dello Schema di Certificazione FSC.. Oltre ad altre pubblicazioni e informazioni fornite dall'Ente di Certificazione, il Gruppo FSC informerà in anticipo il Licenziatario, entro tempi ragionevoli, tramite l'indirizzo e-mail fornito in base alla Sezione 12.5 sulla natura e l'ambito di qualsiasi sviluppo o revisione dei Requisiti di Certificazione applicabili al Licenziatario. Il consenso sui nuovi Requisiti di Certificazione sviluppati o rivisti è da considerarsi come dichiarato dal Licenziatario e la parte nuova o rivista diventa parte integrante del presente Contratto nella data di entrata in vigore annunciata, a meno che il Licenziatario si opponga espressamente entro sei (6)

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

receipt of the new version of the Certification Requirement. FSC GD shall especially draw the attention of Licensee to the anticipated significance of Licensee's behaviour in the advance information. Licensee shall be responsible to adhere to and implement the relevant new or revised version of the Certification Requirements within the time specified in the Certification Requirements.

settimane dal ricevimento della nuova versione dei Requisiti di Certificazione. Il FSC GD richiamerà in particolar modo l'attenzione del Licenziatario sulla prevista importanza del comportamento del Licenziatario con buon anticipo. Licenziatario avrà la responsabilità di aderire e implementare la relativa versione, nuova o rivista, dei Requisiti di Certificazione entro il tempo specificato nei Requisiti di Certificazione.

6. Policy for Association

6.1. The Policy for Association is an essential component of the Certification Requirements and contains core principles and values Licensee must comply with. The Policy for Association also defines specific unacceptable activities that shall be avoided. The Policy for Association in its current edition is included in **Annex 3** and forms an integral part of this Agreement along with the mandatory self-declaration in **Annex 4**.

6. Politica di Associazione

6.1. La Politica di Associazione è una componente essenziale dei Requisiti di Certificazione e contiene principi e valori fondamentali a cui il Licenziatario deve attenersi. La Politica di Associazione definisce anche specifiche attività inaccettabili che devono essere evitate. La Politica di Associazione nella sua versione corrente è inclusa nell'**Allegato 3** e costituisce parte integrante del presente Contratto insieme all'autodichiarazione obbligatoria nell'**Allegato 4.**

7. FSC Check

7.1. The FSC Check is an essential component of the Certification Requirements and contains a questionnaire to conduct a risk-based review of organizations that want to join or re-join the FSC system that allows FSC to check if the organization complies with FSC core principles and values. The requirements for FSC Check are set out in the Disclosure Requirements for Association with FSC (FSC-PRO-10-004), which is available in its current version at https://connect.fsc.org/document-centre.

7. FSC Check

7.1. L'FSC Check è una componente essenziale dei Requisiti di Certificazione e contiene un questionario per condurre una revisione basata sul rischio delle organizzazioni che vogliono entrare o rientrare nel sistema FSC, che consente all'FSC di verificare se l'organizzazione è conforme ai principi e ai valori fondamentali dell'FSC. I requisiti per l'FSC Check sono definiti nel documento *Disclosure Requirements for Association with FSC* (FSC-PRO-10-004), disponibile nella sua versione attuale all'indirizzo https://connect.fsc.org/document-centre.

7.2. Should Licensee be required to make disclosure to FSC Check:

7.2. Qualora il Licenziatario sia tenuto a fornire informazioni per l'FSC Check:

7.2.1. Licensee warrants that all statements, information, data and documents provided with the answers to FSC Check are true, accurate and complete; and

7.2.1. Il Licenziatario garantisce che tutte le dichiarazioni, le informazioni, i dati e i documenti forniti con le risposte per l'FSC Check sono veritiere, accurate e complete; e

7.2.2. in the event that the situation about any unacceptable activity within meaning of Part I Section 1 of the Policy for Association and/or the Licensee's connection to unacceptable activity through corporate group changes becomes inaccurate after the submission to FSC Check, the Licensee shall notify FSC GD in text form without undue delay.

7.2.2. Nel caso in cui la situazione relativa a qualsiasi attività inaccettabile ai sensi della Parte I Sezione 1 della Politica di Associazione e/o il collegamento del Licenziatario all'attività inaccettabile attraverso modifiche del gruppo societario diventi imprecisa dopo la presentazione all'FSC Check, il Licenziatario

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

dovrà informare FSC GD in forma testuale senza indebito ritardo.

8. False Claims and Consequences (Blockage and Compensation Fee)

8.1. The Advice Note on False Claims is another essential component of the Certification Requirements, containing key obligations and consequences for Licensee. The Advice Note on False Claims is in its current edition included in **Annex 5** and forms an integral part of this Agreement.

8.2. Consequences for False Claims include, but are not limited to, blockage and compensation fee. The purpose of the compensation fee is to protect (i) the trust in the integrity of the FSC Certification Scheme, (ii) all complying Licensees, and (iii) the high reputation and credibility which the FSC Certification Scheme enjoys worldwide. The compensation fee shall further protect producers and consumers against any misleading communications resulting from the False Claims. The compensation fee also covers at least parts of the costs incurred by members of the FSC Group to investigate the False Claims that led to the payment of the compensation fee.

8.3. The compensation fee including the applicable calculation method and amount of the compensation fee are specified in FSC-PRO-10-003 that can be found in **Annex 6**.

8.4. The calculation method shall ensure that the applicable compensation fee payable by the Licensee to FSC GD is appropriate, in particular proportional to the nature, weight, gravity and duration of the specific False Claim in question, including its impact on the integrity and the reputation of the FSC Certification Scheme.

8.5. The assertion of a claim for damages because of a False Claim exceeding the compensation fee ("Vertragsstrafe") remains unaffected. However, the compensation fee shall be set off against such a claim for damages. For the avoidance of doubt, the nature and the payment of the compensation fee is defined in FSC-PRO-10-003 in **Annex 6**.

9. Principal Obligations of Licensee & Good Faith Collaboration

8. False Dichiarazioni e Conseguenze (Blocco e indennità)

8.1. La Nota d'Avviso su False Dichiarazioni è un'altra componente essenziale dei Requisiti di Certificazione, contenente obblighi fondamentali e conseguenze per il Licenziatario. La Nota d'Avviso su False Dichiarazioni, nella sua versione corrente, è inclusa nell'**Allegato 5** ed è parte integrante di questo Contratto.

8.2. Le conseguenze relative a False Dichiarazioni includono, ma non sono limitate a blocchi e indennità. Lo scopo dell'indennità è quello di proteggere (i) la fiducia nell'integrità dello Schema di Certificazione FSC, (ii) tutti i Licenziatari conformi e (iii) la prestigiosa reputazione e credibilità di cui lo Schema di Certificazione FSC gode in tutto il mondo. L'indennità serve a proteggere anche produttori e consumatori contro ogni comunicazione ingannevole risultante da Falsa Dichiarazione. L'indennità, inoltre, copre parte dei costi sostenuti dai membri del Gruppo FSC per investigare sui casi di Falsa Dichiarazione che si risolvono con il pagamento dell'indennità

8.3. L'indennità, il metodo di calcolo applicabile e l'ammontare dell'indennità stessa sono specificati in FSC-PRO-10-003, che può essere consultato nell'**Allegato 6**.

8.4. Il metodo di calcolo assicura che l'indennità applicabile che il Licenziatario dovrà corrispondere al Gruppo FSC sia appropriata e proporzionata in base alla natura, al peso, alla gravità e alla durata della specifica Falsa Dichiarazione in questione, incluso il suo impatto sull'integrità e la reputazione dello Schema di Certificazione FSC.

8.5. La richiesta di risarcimento danni a causa di una Falsa Dichiarazione che eccede l'indennità ("Vertragsstrafe") rimane inalterata. Tuttavia, l'indennità sarà detratta da questa richiesta di risarcimento danni. Al fine di escludere qualsiasi dubbio, la natura e il pagamento dell'indennità sono definite in FSC-PRO-10-003, nell'**Allegato 6**.

9. Principali obblighi del Licenziatario & Collaborazione in Buona Fede

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

9.1. Licensee shall comply with the provisions of this Agreement and the Certification Requirements.

9.2. Licensee shall exercise the Granted Rights pursuant to Section 2.1 above and use the Licensed Materials in good faith and strictly in accordance with the terms and provisions of this Agreement. Licensee shall also act in accordance with the Trademark Use Requirements and all reasonable instructions about the use of the Licensed Materials received from the FSC Group and the Certification Body in this regard.

9.3. Licensee shall use Licensed Materials, and any of its component only in compliance with this Agreement and Annexes. Any actions or attempts to amend, make a derivative work, edit, or make any other changes to the Licensed Materials or its components shall be considered as a breach of this Agreement.

9.4. In accordance with the Trademark Use Requirements, Licensee shall obtain prior approval from the Certification Body for:

- all proposed uses of the Licensed Materials for on-product labelling and promotional use; or
- all trademark use management systems.

9.5. For the purpose of checking and confirming Licensee's compliance with this Agreement, Licensee shall provide, upon request of any entity of the FSC Group, the Certification Body and/or their appointed delegates/auditors, sales documents (invoices, purchase orders, shipping documents, etc.), volume ledgers, specimens, pictures and samples of finished products, product or service details, promotional materials, advertised services which feature the Licensed Materials and samples of FSC-Certified Products and forest products (including, but not limited to, disks of wood, wood chips, flowers, leaves, fruits, wood samples, etc.) for fiber testing and other means of evaluation (including, but not limited to, wood identification). FSC GD warrants that the FSC Group will demand those documents/materials and samples in a reasonable manner and only to the extent necessary to perform the according checks. Licensee shall provide the documents/materials and samples upon request by FSC Group without undue delay.

9.1. Il Licenziatario dovrà rispettare le disposizioni del presente Contratto e i Requisiti di Certificazione.

9.2. Il Licenziatario eserciterà i Diritti concessi ai sensi della precedente Sezione 2.1 e utilizzerà i Materiali concessi in licenza in buona fede e rigorosamente in conformità con i termini e le disposizioni del presente Contratto. Il Licenziatario dovrà inoltre agire in conformità con i Requisiti per l'uso dei Marchi e tutte le istruzioni ragionevoli sull'uso dei Materiali concessi in licenza ricevute dal Gruppo FSC e dall'Ente di Certificazione a tal proposito.

9.3. Il Licenziatario potrà usare i Materiali concessi in licenza, e i relativi componenti, solo in conformità al presente Contratto e ai suoi Allegati. Qualsiasi azione atta a, o tentativo di modificare, realizzare un'opera derivata, alterare o apportare qualsiasi altro cambiamento ai Materiali concessi in licenza o ai suoi componenti saranno considerati una violazione del presente Contratto.

9.4. In conformità con i Requisiti per l'uso dei Marchi, il Licenziatario deve ottenere l'approvazione preventiva dall'Ente di Certificazione per:

- tutti gli usi proposti dei Materiali concessi in licenza per l'etichettatura del prodotto e l'uso promozionale; o
- tutti i sistemi di gestione dell'uso dei marchi.

9.5. Al fine di verificare e confermare la propria conformità al presente Contratto, il Licenziatario, su richiesta di un'entità del Gruppo FSC, fornirà al Gruppo FSC, all'Ente di Certificazione e/o ai loro delegati/revisori (auditors) designati i documenti di vendita (fatture, ordini di acquisto, documenti di spedizione, ecc.), bilanci dei volumi , campioni, immagini e campioni di prodotti finiti, dettagli dei prodotti o servizi, materiali promozionali, servizi pubblicizzati che presentano i Materiali concessi in licenza e campioni di Prodotti certificati FSC e prodotti forestali (inclusi, ma non limitati a, dischi di legno, trucioli di legno, fiori, foglie, frutti, campioni di legno, ecc.) per il test delle fibre e altri metodi di valutazione (incluso ma non limitato all'identificazione del legno). FSC GD garantisce che il Gruppo FSC richiederà tali documenti/materiali e campioni in modo ragionevole e solo nella misura necessaria per eseguire i controlli previsti. Il Licenziatario dovrà fornire i documenti/materiali e campioni su richiesta del Gruppo FSC senza

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FSC Group shall treat all documents/materials and samples confidential and demand the same behaviour from the Certification Body or their appointed delegates/auditors. Confidential treatment will not apply if there is a statutory or FSC normative obligation to disclose them, they are in the public domain already or they need to be disclosed during measures of law enforcement, e.g. in proceedings.

ritardi ingiustificati. Il Gruppo FSC tratterà tutti i documenti/materiali e campioni in modo confidenziale e richiederà lo stesso comportamento all'Ente di Certificazione o ai suoi delegati/revisori (auditors) designati. Il trattamento riservato non si applica qualora esista un obbligo legale o un obbligo normativo FSC di rivelarli, qualora siano già di dominio pubblico o qualora debbano essere divulgati durante misure di applicazione delle leggi, ad esempio in processi.

9.6. In order to protect the integrity of the FSC Certification Scheme, including trademark protection, as well as to prevent confusion of market participants and to combat fraudulent behaviours in relation to the FSC Certification Scheme, Licensee shall, upon request:

9.6. Al fine di proteggere l'integrità dello Schema di Certificazione FSC, compresa la protezione del marchio, così come per evitare confusione tra i diversi attori del mercato e per contrastare comportamenti fraudolenti in relazione allo Schema di Certificazione FSC, il Licenziatario, su richiesta:

9.6.1. provide the FSC Group with Licensee's corporate structure and its list of Affiliated Companies. In case of necessity, the FSC Group may share the Licensee's corporate structure and its list of Affiliated Companies with a relevant national network partner;

9.6.1. fornisce al Gruppo FSC la propria struttura aziendale e il proprio elenco di Società Affiliate. In caso di necessità, il Gruppo FSC può condividere la struttura aziendale del Licenziatario e il suo elenco di Società Affiliate con un partner del network nazionale pertinente;

9.6.2. allow FSC GD or their appointed delegates/auditors to carry out Inspections at any time during the Term of this Agreement and after the suspension of the Granted Rights or within two (2) years after the termination or expiration of this Agreement. FSC GD shall carry out Inspections in a reasonable manner and only to the extent necessary to ensure the integrity of the FSC Certification Scheme. Unless it is necessary to prevent immediate harm to the FSC Certification Scheme and its participants, Inspections will be announced at least three (3) working days before they are performed and will be carried out during the usual working hours. Licensee shall grant FSC GD access to its premises and provide the requested information/ documents/ materials without undue delay. FSC GD shall treat all information/ documents/ materials as confidential. The confidential treatment will not apply if there is a statutory or FSC normative obligation to disclose the information, if the information is already in the public domain or if the information needs to be disclosed during measures of law enforcement, e.g. in proceedings;

9.6.2. consente a FSC GD o ai suoi delegati/revisori (auditors) designati di effettuare Ispezioni in qualsiasi momento durante il Periodo di validità del presente Contratto e dopo la sospensione dei Diritti Concessi, o entro due (2) anni dalla risoluzione o scadenza del presente Contratto. FSC GD effettuerà le Ispezioni in modo ragionevole e solo nella misura necessaria per garantire l'integrità dello Schema di Certificazione FSC. A meno che non sia necessario prevenire danni immediati allo Schema di Certificazione FSC e ai suoi partecipanti, le Ispezioni saranno annunciate almeno tre (3) giorni lavorativi prima dell'esecuzione e si svolgeranno durante il consueto orario di lavoro. Il Licenziatario concederà a FSC GD l'accesso ai propri locali e fornirà informazioni/documenti/materiali richiesti senza ritardi ingiustificati. FSC GD tratterà in modo confidenziale tutte le informazioni/i documenti/i materiali. Il trattamento riservato non si applica qualora esista un obbligo legale o un obbligo normativo FSC di divulgare le informazioni, qualora le informazioni siano già di pubblico dominio o debbano essere divulgate durante applicazione delle leggi, ad esempio in processi;

9.6.3. provide the FSC Group, the Certification Body and/or their appointed delegates/auditors with Transaction Verification Data during the Term

9.6.3. fornisce al Gruppo FSC, all'Ente di Certificazione e/o ai loro delegati/revisori (auditors) designati i Dati di verifica della

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of this Agreement and after the suspension of the Granted Rights or within two (2) years after the termination or expiration of this Agreement;

transazione durante il Periodo di validità del presente Contratto e dopo la sospensione dei Diritti concessi, o entro due (2) anni dalla risoluzione o scadenza del presente Contratto;

9.6.4. provide FSC GD and its authorized delegates/auditors with all necessary documentation to evaluate compliance, including but not limited to invoices, shipping documents, audited reports, procurement documents, and customs declarations.

9.6.4. fornisce a FSC GD e ai suoi delegati/revisori (auditors) designati tutta la documentazione necessaria per valutare la conformità, inclusi ma non limitati a fatture, documenti di spedizione, rapporti verificati, documenti di approvvigionamento e dichiarazioni doganali.

9.7. Upon request, Licensee shall provide the information mentioned in Sections 9.6.1, 9.6.3 and 9.6.4 within fourteen (14) calendar days.

9.7. Su richiesta, il Licenziatario fornirà le informazioni menzionate nelle Sezioni 9.6.1, 9.6.3 e 9.6.4 entro quattordici (14) giorni di calendario.

9.8. Licensee shall verify the status of the FSC Certification of their business partners from whom they purchase FSC-Certified Products on FSC Search at the address info.fsc.org.

9.8. Il Licenziatario dovrà verificare lo stato della Certificazione FSC dei suoi partner commerciali da cui acquista i Prodotti certificati FSC attraverso la Ricerca FSC (*FSC Search*) all'indirizzo info.fsc.org.

9.9. Licensee shall always ensure and be liable towards the FSC Group that the contact data mentioned in Section 12 below are correct and regularly updated.

9.9. Il Licenziatario dovrà sempre garantire ed essere responsabile nei confronti del Gruppo FSC che i dati di contatto menzionati nella Sezione 12 di seguito siano corretti e regolarmente aggiornati.

9.10. FSC Group reserves the right, before taking legal measures according to this Agreement, to approach Licensee to show cause in order to demonstrate compliance with this Agreement or the Certification Requirements in particular. Upon such request, Licensee is required to present facts contrary to the reason for the respective measure within two (2) calendar weeks. The presentation of facts is sufficiently substantiated when facts are cited which, in the context, are capable of eliminating, without considerable doubt on FSC GD's side, the circumstances of the facts of the respectively alleged misconduct. The obligation to substantiate is not satisfied if FSC GD cannot judge whether the respectively alleged misconduct happened or not on the basis of the presentation; whether by insufficient or missing submission by Licensee.

9.10. Il Gruppo FSC si riserva il diritto, prima di intraprendere azioni legali in base al presente Contratto, di confrontarsi con il Licenziatario per mostrarsi conforme a questo Contratto o con i Requisiti di Certificazione in particolare. Su richiesta, il Licenziatario dovrà presentare delle prove a suo sostegno contro la rispettiva misura entro due (2) settimane di calendario. La presentazione di prove è considerata sufficientemente valida quando le prove presentate sono, nel contesto, capaci di escludere, oltre ogni ragionevole dubbio da parte di FSC GD, le circostanze delle prove della presunta colpa. L'obbligo a convalidare le prove non sussisterà qualora FSC GD non sarà in grado di giudicare se la presunta colpa sia confermata o meno sulle basi della presentazione delle prove; in caso di insufficiente o mancata presentazione da parte del Licenziatario.

10. Quality and Maintenance of the Licensed Materials

10. Qualità e Mantenimento dei Materiali concessi in licenza

10.1. Licensee shall, upon request, provide the FSC Group with sales documents (invoices, purchase orders, shipping documents, etc.), specimens, pictures and samples of finished products, product or service details, promotional materials, and/or advertised

10.1. Il Licenziatario, su richiesta, fornirà al Gruppo FSC documenti di vendita (fatture, ordini di acquisto, documenti di spedizione, ecc.), campioni, immagini e campioni di prodotti finiti, dettagli di prodotti o servizi, materiali promozionali e/o servizi pubblicizzati che

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services which feature the Licensed Materials, in order to demonstrate the use of the FSC Trademarks for the purposes of maintaining and protecting the FSC Group's intellectual property rights.

presentano i Materiali concessi in Licenza, per dimostrare l'uso dei Marchi FSC allo scopo di mantenere e proteggere i diritti di proprietà intellettuale del Gruppo FSC.

10.2. FSC GD warrants that all reasonable endeavours to maintain and protect the intellectual property rights in respect of the Licensed Materials are being used. The registration of the Licensed Materials as trademarks, or any other form of intellectual property, remains within the absolute discretion of FSC Group.

10.2. FSC GD garantisce che viene intrapreso ogni ragionevole sforzo per mantenere e proteggere i diritti di proprietà intellettuale in relazione ai Materiali concessi in licenza. La registrazione dei Materiali concessi in Licenza come marchi, o qualsiasi altra forma di proprietà intellettuale, rimane ad assoluta discrezione del Gruppo FSC.

11. Violations of FSC's Intellectual Property

11. Violazioni della Proprietà Intellettuale di FSC

11.1. During the Term of this Agreement and thereafter, Licensee agrees to neither itself, nor through any Third Party adopt, register, attempt to register or maintain any application or registration of a trademark or other intellectual property rights, copyright, trade name, domain name, corporate name or similar, or part thereof, any of the FSC Trademarks, any term or translation or transliteration having the same meaning as any of the FSC Trademarks, or any word(s), initials, sign(s), symbol(s), or picture(s), or combination thereof, which is identical, confusingly or misleadingly similar to the FSC Trademarks. Should Licensee obtain non-registered rights in connection with the use of the Licensed Materials without a registration upon compulsory rules found in statutory law, the Licensee shall not use these non-registered rights as long as this Agreement does not allow the use of the Licensed Materials. Licensee shall at no time transfer any of those non-registered rights to Third Parties and will refrain from the further use of those non-registered rights permanently once this Agreement has expired or was terminated.

11.1. Per tutta la Durata del presente Contratto e oltre, il Licenziatario accetta di non adottare, registrare, tentare di registrare o conservare alcuna domanda o registrazione di un marchio o altri diritti di proprietà intellettuale, copyright, nome commerciale, nome di dominio, nome aziendale o simile, o parte di esso, qualsiasi Marchio FSC, qualsiasi termine o traduzione o traslitterazione avente lo stesso significato di qualsiasi Marchio FSC, o qualsiasi parola, sigla, segno, simbolo o immagine, o una combinazione di essi, che sia identico, confonda o fuorvii perché simile ai Marchi FSC. Qualora il Licenziatario ottenga diritti non registrati in relazione all'uso dei Materiali concessi in licenza senza una registrazione in base a norme obbligatorie previste dalla legge, il Licenziatario non userà tali diritti non registrati fintanto che il presente Contratto non consenta l'uso del Materiali concessi in licenza. Il Licenziatario non trasferirà in nessun momento nessuno di tali diritti non registrati a Terze parti e si asterrà dall'ulteriore utilizzo di tali diritti non registrati in modo permanente una volta che il presente Contratto sia scaduto o sia stato risolto.

11.2. Licensee shall, without undue delay, notify in writing FSC GD and the Certification Body in charge in the event that Licensee becomes aware of a Third Party attempt to adopt or register a trademark, trade name, domain name, copyright, corporate name or similar, or part thereof, any of the FSC Trademarks, any term or translation or transliteration having the same meaning as any of the FSC Trademarks, or any word(s), initials, sign(s), symbol(s), or picture(s), or combination(s) thereof, which is identical, confusingly or misleadingly similar to the FSC Trademarks.

11.2. Il Licenziatario dovrà, senza ritardi ingiustificati, notificare per iscritto a FSC GD e all'Ente di Certificazione incaricato qualora venga a conoscenza di un tentativo di Terze Parti di adottare o registrare un marchio, nome commerciale, nome di dominio, copyright, nome aziendale o simile, o parte di ciò, qualsiasi Marchio FSC, qualsiasi termine o traduzione o traslitterazione avente lo stesso significato di qualsiasi Marchio FSC, o qualsiasi parola, sigla, segno, simbolo o immagine, o una o più combinazioni di questi, che sia identico, confonda o fuorvii perché simile ai Marchi FSC.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

11.3. Licensee shall, without undue delay, notify in writing FSC GD and the Certification Body in charge and shall provide FSC GD and the Certification Body with all relevant documents and information (e.g. alleged infringer's name and contact details, information pertaining to date(s) of infringement, source and location, and evidence such as sales documents, photographs, screenshots, emails, letters, etc.) in the event that:

11.3.1. Licensee becomes aware of any Third Party's unauthorized use or potential unauthorized use of the Licensed Materials (including unauthorized co-labelling and/or co-branding) or any other Intellectual Property right owned by FSC Group;

11.3.2. Licensee becomes aware of any Third Party's unauthorized use or potential unauthorized use of a graphical representation, copyright, trademark, domain name or trade name which is identical or confusingly similar to the Licensed Materials;

11.3.3. Licensee becomes aware that a Third Party alleges that the Licensed Materials are invalid;

11.3.4. Licensee becomes aware that a Third Party alleges that the use of the Licensed Materials infringes any rights of another Third Party;

11.3.5. Licensee is threatened or challenged by a Third Party regarding Licensee's use of the Licensed Materials.

11.4. Licensee shall have no authority to enforce or threaten to enforce the trademark rights of the FSC Group, nor shall Licensee have any rights to demand or control any action by the FSC Group to enforce such rights. Further to this, Licensee may not raise or enforce any rights that have a connection with the Licensed Materials against Third Parties irrespective of its legal basis without the prior written consent of FSC GD.

12. Processing of Data and Consent Declaration

12.1. Licensee is a controller in terms of data protection and agrees to act in accordance with all relevant data protection laws.

11.3. Il Licenziatario dovrà, senza ritardi ingiustificati, notificare per iscritto a FSC GD e all'Ente di Certificazione incaricato e dovrà fornire a FSC GD e all'Ente di Certificazione tutti i documenti e le informazioni rilevanti (ad es. Nome e recapiti del presunto contraffattore, informazioni relative alla(e) data(e), alla fonte e al luogo della violazione, e altre prove, come documenti di vendita, fotografie, screenshot, e-mail, lettere, ecc.) nel caso in cui:

11.3.1. Il Licenziatario venga a conoscenza di qualsiasi utilizzo o potenziale utilizzo ad opera di Terze Parti, non autorizzato dei Materiali concessi in Licenza (inclusa co-etichettatura e/o co-branding) o qualunque altro diritto di Proprietà Intellettuale appartenente al Gruppo FSC;

11.3.2. Il Licenziatario venga a conoscenza di qualsiasi utilizzo, o potenziale utilizzo, non autorizzato ad opera di Terze Parti di un copyright, marchio, nome di dominio o nome commerciale che sia identico o simile ai Materiali concessi in licenza;

11.3.3. Il Licenziatario venga a conoscenza che una Terza Parte sostiene che i Materiali concessi in licenza non siano validi;

11.3.4. Il Licenziatario venga a conoscenza che una Terza Parte sostiene che l'utilizzo dei Materiali concessi in Licenza violi i diritti di un'altra Terza Parte;

11.3.5. Il Licenziatario sia minacciato o contestato da una Terza Parte in merito all'uso dei Materiali concessi in licenza.

11.4. Il Licenziatario non avrà alcuna autorità per far valere o minacciare di far valere i diritti sui marchi del Gruppo FSC, né avrà alcun diritto di richiedere o controllare alcuna azione del Gruppo FSC per far valere tali diritti. Inoltre, il Licenziatario non può sollevare o far valere alcun diritto che abbia un collegamento con i Materiali concessi in licenza contro Terze parti indipendentemente dalla sua base giuridica senza il previo consenso scritto di FSC GD.

12. Trattamento dei Dati e Dichiarazione di Consenso

12.1. Il Licenziatario è un'entità controllante in termini di protezione dei dati e acconsente ad agire in conformità a tutte le normative di protezione dei dati applicabili.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

12.2. FSC GD processes, within the limits set forth by the applicable laws, business and personal data of Licensee collected when applying for FSC Certification and occurring during the contractual relationship with FSC GD as far as this is necessary to fulfil its contractual obligations and exercise its contractual rights in compliance.

12.3. The data processed pursuant to Section 12.2 includes, without limitation, (i) FSC GD's access to and collection of the 'Certification Data' as defined under Section 1.8, (ii) FSC GD's access to and collection of Transaction Verification Data and results of fiber testing and other conformance evaluations made available by the Certification Body or ASI for the purpose of verifying Licensee's compliance with this Agreement and other scientific research purposes, in accordance with FSC-STD-40-004, and (iii) the publication of the Certification Data, *inter alia* the name, address and contact information of Licensees who can be as well individuals, on the FSC Search and FSC Certification Database.

12.4. FSC GD shares contact details as well as business information with regard to Licensee's Certification Data to the FSC Network in order to enable FSC Network to assist, provide services and improvements within the FSC Certification Scheme in the local market.

12.5. Licensee shall provide personal contact data of designated contact person(s) (e.g. name, personalized e-mail address and/or phone number, position) for each specified purpose (such as main contact for FSC, marketing, legal notices/notifications, etc.) to FSC Group and relevant national and regional network partners via the FSC Certification Portal. As an alternative to providing personal data of designated contact person(s), Licensee may provide a non-personalized contact data (e.g. marketing@company.com).

12.6. Licensee shall provide personal contact data of a designated contact person (e.g. name, personalized e-mail address and/or phone number) to be made publicly available on the FSC Search. As an alternative to providing personal data of a designated contact person(s), Licensee may provide a non-personalized contact data (e.g. info@company.com).

12.2. FSC GD elabora, entro i limiti stabiliti dalle leggi applicabili, i dati commerciali e personali del Licenziatario raccolti con la richiesta di Certificazione FSC e che si presentino durante il rapporto contrattuale con FSC GD, nella misura necessaria per adempiere gli obblighi del suo contratto ed esercitare i propri diritti contrattuali in conformità.

12.3. I dati elaborati ai sensi della Sezione includono 12.2, senza limitazione, **(i)** l'accesso e la raccolta da parte di FSC GD dei 'Dati di Certificazione' ai sensi della Sezione 1.8, **(ii)** l'accesso e la raccolta da parte di FSC GD dei Dati di Verifica della Transazione e dei risultati dei test delle fibre e altre valutazioni di conformità rese disponibili dall'Ente di Certificazione o da ASI allo scopo di verificare la conformità del Licenziatario a questo Contratto e altri scopi di ricerca scientifica, in conformità con FSC-STD-40-004, e **(iii)** la pubblicazione dei Dati di certificazione, tra cui il nome, l'indirizzo e le informazioni di contatto dei Licenziatari, che possono essere anche di singoli individui, nella Ricerca Pubblica FSC (*FSC Search*) e nel Database delle Certificazioni FSC.

12.4. FSC GD condivide dettagli e informazioni commerciali riguardanti i Dati di Certificazione del Licenziatario con il Network FSC per far sì che il Network FSC possa assistere, fornire servizi e miglioramenti all'interno dello Schema di Certificazione FSC sul mercato locale.

12.5. Il Licenziatario fornirà i recapiti dei contatti designati (ad es. nome, indirizzo e-mail personalizzato e/o numero di telefono, posizione) per ogni scopo specifico (come ad esempio contatto principale per FSC, marketing, note legali/notifiche, ecc.) al Gruppo FSC e ai network partner nazionali e regionali pertinenti tramite il Portale delle Certificazioni FSC. In alternativa ai recapiti personali dei contatti designati, il Licenziatario può fornire recapiti non personali (ad es. marketing@company.com).

12.6. Il Licenziatario fornirà i recapiti personali dei contatti designati (ad es. nome, indirizzo e-mail personalizzato e/o numero di telefono) da rendere pubblicamente disponibili Ricerca Pubblica FSC (*FSC Search*). In alternativa ai recapiti personali dei contatti designati, il Licenziatario può fornire recapiti non personali (ad es. info@company.com).

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

12.7. In the event Licensee chooses to provide personal contact data of designated contact person(s) as indicated in Sections 12.5 and 12.6, Licensee needs to ensure that each designated contact person freely agreed to the digital declaration of consent via the FSC Certification Portal for each specified purpose. In case of changes designated contact person(s) and Licensee are obligated to adjust the digital declaration of consent via the FSC Certification Portal without undue delay.

12.8. Licensee agrees, to the greatest extent possible, to participate in ensuring the continuous improvement of the performance of the FSC Certification Scheme with the ultimate goal of increasing Certificate Holders' satisfaction and raising FSC's competitive strength in the market (e.g. via participation in surveys, webinars etc. organized by the FSC Network).

12.9. Licensee acknowledges that due to the global character of the FSC Certification Scheme, FSC GD, the Certification Body and ASI may process personal data of Licensee outside the European Union in countries which do not have an adequate data protection standard. In this case, adequate safeguards have been established to ensure an adequate level of data protection of Licensee's personal data.

13. FSC's Limitation of Liability and No Waiver of Rights

13.1. FSC GD's liability for damages caused by simple negligence is limited to damages arising from the breach of material contractual obligations, the fulfilment of which is prerequisite to the proper execution of the Agreement and in the observance of which the contractual partner regularly trusts and is entitled to trust; in this case, however, FSC GD's liability shall be limited to the typically foreseeable damage at the time of entering into this Agreement. This limitation of liability shall equally apply to any damage caused by gross negligence on the part of employees or agents of FSC GD who are not governing bodies or executives of FSC GD.

13.2. The limitations of liability set out in Section 13.1 shall apply to all claims for damages irrespective of their legal basis, with the exception of damage claims filed by Licensee (i) for wilful misconduct, (ii) pursuant to any mandatory statutory liability (in particular any liability under the German Product Liability Act),

12.7. Nel caso in cui il Licenziatario decida di fornire i recapiti personali dei contatti designati come indicato nelle Sezioni 12.5 e 12.6, il Licenziatario dovrà assicurarsi che ciascun contatto designato accetti liberamente la dichiarazione di consenso digitale tramite il Portale delle Certificazioni FSC per ogni scopo specifico. In caso di modifiche, i contatti designati e il Licenziatario sono obbligati a modificare la dichiarazione di consenso digitale tramite il Portale delle Certificazioni FSC senza ritardi ingiustificati.

12.8. Il Licenziatario accetta nella massima misura possibile di partecipare per garantire il miglioramento continuo delle prestazioni dello Schema di Certificazione FSC, con l'obiettivo finale di aumentare la soddisfazione dei Titolari delle Certificazioni e aumentare la forza competitiva di FSC sul mercato (ad es. mediante la partecipazione a sondaggi, webinar, ecc. organizzati dal Network FSC).

12.9. Il Licenziatario riconosce che, vista la natura globale dello Schema di Certificazione FSC, FSC GD, l'Ente di Certificazione e ASI possono trattare i suoi dati personali al di fuori dell'Unione Europea in Paesi che non dispongano di adeguati standard di protezione dei dati. In questo caso, sono state adottate misure atte a garantire un livello adeguato di protezione dei dati personali del Licenziatario.

13. Limitazione di responsabilità di FSC e Nessuna rinuncia ai diritti

13.1. La responsabilità di FSC GD per danni derivanti da negligenza è limitata ai danni causati dalla violazione di obblighi contrattuali sostanziali, il cui adempimento è un prerequisito per la corretta esecuzione del Contratto e la cui osservanza è rispettata regolarmente dal partner contrattuale anche per suo diritto; in questo caso, tuttavia, la responsabilità di FSC GD sarà limitata al danno tipicamente prevedibile al momento della stipula del presente Contratto. Questa limitazione di responsabilità si applica anche a qualsiasi danno dovuto a grave negligenza da parte di dipendenti o agenti di FSC GD che non siano organi amministrativi o dirigenti di FSC GD.

13.2. Le limitazioni di responsabilità di cui alla Sezione 13.1 si applicano a tutte le richieste di risarcimento danni a prescindere dalla loro natura giuridica, ad eccezione delle richieste di risarcimento danni presentate dal Licenziatario (i) per condotta dolosa, (ii) ai sensi di qualsiasi responsabilità legale obbligatoria (in particolare

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(iii) pursuant to the statutory liability for defects in products, (iv) for defects which are covered by a guarantee that was given regarding the quality of a product (in this context, where applicable, the guarantee and/or limitation period laid down in the guarantee shall apply), or (v) for any kind of wilfully or negligently caused personal injuries.

qualsiasi responsabilità ai sensi della legge tedesca sulla responsabilità per i prodotti), (iii) ai sensi della responsabilità legale per i difetti dei prodotti, (iv) per difetti coperti da una garanzia sulla qualità di un prodotto (in questo contesto, ove applicabile, si applicherà il periodo di garanzia e/o di limitazione previsto dalla garanzia) o (v) per qualsiasi tipo di danno alla persona causato intenzionalmente o per negligenza.

13.3. The aforementioned limitations of liability shall also apply for damage claims filed by Licensee against governing bodies, executives, employees, or authorized agents of FSC GD.

13.3. Le suddette limitazioni di responsabilità si applicheranno anche a richieste di risarcimento danni presentate dal Licenziatario contro organi amministrativi, dirigenti, dipendenti o agenti autorizzati di FSC GD.

13.4. Unless expressly stated herein, nothing in this Agreement shall be interpreted as a waiver or limitation of FSC GD's statutory rights by applicable law.

13.4. Salvo quanto espressamente indicato nel presente documento, nulla di quanto contenuto nel presente Contratto deve essere interpretato dalla legge applicabile come una rinuncia o una limitazione dei diritti statutari di FSC GD.

14. Licensee's Indemnification for Claims by Third Party

14. Risarcimento da parte del Licenziatario per reclami di Terze Parti

14.1. Licensee agrees to indemnify and hold harmless FSC GD from (i) all Third Party claims arising out of the faulty ("verschuldet") use of the Licensed Materials by Licensee or its subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Licensee's products or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Licensee.

14.1. Il Licenziatario accetta di risarcire e difendere FSC GD da (i) tutte i reclami di Terze Parti derivanti dall'uso improprio ("verschuldet") dei Materiali concessi in Licenza da parte del Licenziatario o dei suoi sussidiari, distributori, agenti, dipendenti o subappaltatori, e da (ii) reclami di Terze Parti derivanti da o basati sul prodotto del Licenziatario o altra responsabilità in relazione a qualsiasi prodotto fabbricato, distribuito da o altrimenti sotto il controllo del Licenziatario.

14.2. Additionally, Licensee agrees to indemnify and hold harmless FSC AC, FSC IC and ASI from (i) all Third Party claims arising out of the faulty ("verschuldet") use of the Licensed Materials by Licensee or its subsidiaries, distributors, agents, employees or subcontractors, and (ii) Third Party claims arising out of or based on Licensee's products or other liability with respect to any products manufactured by, distributed by, or otherwise under the control of Licensee.

14.2. Inoltre, il Licenziatario accetta di risarcire e proteggere FSC AC, FSC IC e ASI da (i) tutte le rivendicazioni di Terze Parti derivanti dall'uso improprio ("verschuldet") dei Materiali concessi in licenza da parte del Licenziatario o dei suoi sussidiari, distributori, agenti, dipendenti o subappaltatori, e da (ii) reclami di Terze Parti derivanti da o basati sul prodotto del Licenziatario o altra responsabilità in relazione a qualsiasi prodotto fabbricato, distribuito da o altrimenti sotto il controllo del Licenziatario.

15. Suspension of the Granted Rights

15. Sospensione dei Diritti concessi

15.1. **Grounds for Suspension**. The Granted Rights licensed under Section 2.1 above can be suspended in the event that Licensee:

15.1. **Motivi della sospensione**. I Diritti concessi in licenza ai sensi della precedente Sezione 2.1 possono essere sospesi nel caso in cui il Licenziatario:

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

15.1.1. commits a breach of the Certification Requirements, especially but not limited to: (i) non-compliance with the Trademark Use Requirements for use of the Licensed Materials; or (ii) conducting False Claim.

15.1.1. commetta una violazione dei Requisiti di Certificazione, in particolare ma non limitato a: (i) inosservanza dei Requisiti per l'uso dei Marchi durante l'utilizzo dei Materiali concessi in licenza; o (ii) rilascio di una Falsa Dichiarazione.

15.1.2. produces and/or offers for sale products that are not eligible to be sold with FSC Claims and to be labelled and promoted with the FSC Trademarks;

15.1.2. produca e/o offra prodotti di vendita che non siano idonei ad essere venduti con Dichiarazioni FSC e ad essere etichettati e promossi con i Marchi FSC;

15.1.3. submits falsified or misleading documentation to clients or prospective clients, or misleads consumers or clients regarding its FSC Certification status through the use of the Licensed Materials;

15.1.3. presenti documentazioni falsificate o fuorvianti a clienti o potenziali clienti, o induca in errore i consumatori o i clienti in merito al proprio stato di Certificazione FSC mediante l'uso dei Materiali concessi in licenza;

15.1.4. is, or any of its Affiliated Companies is, the subject of a Policy for Association complaint accepted pursuant to FSC-POL-01-004 in accordance with FSC-PRO-01-009;

15.1.4. o una delle sue Società Affiliate, sia oggetto di un reclamo in riferimento alla Politica di Associazione, accettato ai sensi del FSC-POL-01-004 in conformità con FSC-PRO-01-009;

15.1.5. is, or any of its Affiliated Companies is, the subject of an investigation initiated by the FSC Group pursuant to FSC-POL-01-004 in accordance with FSC-PRO-01-009;

15.1.5. o una delle sue Società Affiliate, sia oggetto di un'investigazione intrapresa dal Gruppo FSC ai sensi del FSC-POL-01-004 in conformità con FSC-PRO-01-009;

15.1.6. provides untrue, inaccurate or incomplete statement, information, data or document(s) with the answers to FSC Check;

15.1.6. fornisca affermazioni, informazioni, dati o documenti falsi, errati o incompleti con le risposte per l'FSC Check;

15.1.7. discredits or damages the reputation or integrity of the FSC Certification Scheme and/or the FSC Network;

15.1.7. discrediti o danneggi la reputazione o l'integrità dello Schema di Certificazione FSC e/o del Network FSC;

15.1.8. has Affiliated Companies that committed False Claims;

15.1.8. possieda Società Affiliate che hanno commesso False Dichiarazioni;

15.1.9. commits a breach of any principal obligations as set out in Section 9 or any other substantial term of this Agreement; or

15.1.9. commetta una violazione di una qualsiasi obbligazione principale di cui alla Sezione 9 o di qualsiasi altra clausola sostanziale del presente Contratto; o

15.1.10. causes a strong indication for a reason to terminate this Agreement according to Section 16.8, which also poses a high risk to the integrity of the FSC Certification Scheme.

15.1.10. manifesti una forte intenzione a voler risolvere il presente Contratto ai sensi della Sezione 16.8, la quale mette anche a rischio l'integrità dello Schema di Certificazione FSC.

15.2. **Notice of Suspension**. Upon suspension decision of the Granted Rights pursuant to Section 15.1, FSC GD will inform Licensee by issuing a suspension notice in text form within the meaning of § 126b BGB (German Civil Code). Both Parties agree that the suspension notice shall be effective by delivering it electronically to the email address provided by Licensee in the FSC Certification Portal

15.2. **Avviso di sospensione**. In caso venga decisa la sospensione dei Diritti concessi ai sensi della Sezione 15.1, FSC GD informerà il Licenziatario emettendo un avviso di sospensione in forma testuale ai sensi del § 126b BGB (Codice Civile Tedesco). Entrambe le Parti concordano che l'avviso di sospensione sarà efficace mediante consegna elettronica all'indirizzo e-mail fornito dal Licenziatario sul

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

according to Section 12.5. For the avoidance of doubt, alternative delivery options are not excluded.

15.3. **Effect of Suspension**. After the suspension decision, the status of Licensee's FSC Certification will be changed to 'suspended' in the FSC Certification Database.

15.3.1. Upon suspension of the Granted Rights, Licensee shall stop using the Licensed Materials with immediate effect. This includes, for the avoidance of doubt, the use of the Licensed Materials for on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee's FSC Certification. Licensed Materials displayed on public media, which create the assumption that the Licensee currently holds a valid FSC Certification without non-conformities, or otherwise causes market confusion, shall be removed within fourteen (14) calendar days following the suspension. Licensee acknowledges that next to FSC the responsible Certification Body is obligated to verify Licensee's compliance with this provision.

15.3.2. For the sake of clarity, the suspension of the Granted Rights under Section 15 does not affect the other rights and/or obligations of either Party under this Agreement or under the applicable law.

15.4. **Lifting of Suspension**. FSC GD can lift the decision to suspend the Granted Rights if Licensee demonstrates future compliance with this Agreement and if actions defined by the FSC Group and/or the Certification Body to remedy the grounds for suspension have been fully implemented. In addition, in case of suspension pursuant to Sections 15.1.4 and 15.1.5, the suspension of the Granted Rights can be lifted if Licensee, or its Affiliated Companies were found by FSC GD not to have violated the Policy for Association or to have completed the conditions for maintaining association.

16. Term and Termination

16.1. **Term.** Subject to the provisions for early termination below, this Agreement shall last for a period of five (5) years from the Effective Date **('Term')**. In case Licensee has already applied for the renewal of its FSC Certification upon

Portale delle Certificazioni FSC ai sensi della Sezione 12.5. Onde evitare qualsiasi dubbio, le opzioni alternative di consegna non vengono escluse.

15.3. **Effetto della sospensione**. Dopo la decisione di sospensione, lo stato della Certificazione FSC del Licenziatario verrà modificato in 'sospeso' nel Database delle Certificazioni FSC.

15.3.1. In caso di sospensione dei Diritti concessi, il Licenziatario interromperà l'utilizzo dei Materiali concessi in licenza con effetto immediato. Ciò include, per togliere ogni dubbio, l'uso dei Materiali concessi in licenza per l'etichettatura e la promozione dei Prodotti certificati FSC, e la promozione della Certificazione FSC del Licenziatario. I Materiali concessi in licenza visualizzati sui media pubblici, che possano far dedurre che il Licenziatario possieda ancora una Certificazione FSC valida e conforme, o che creino confusione nel mercato, saranno rimossi entro quattordici (14) giorni di calendario dalla sospensione. Il Licenziatario riconosce che, insieme ad FSC, l'Ente di Certificazione responsabile è obbligato a verificare la conformità del Licenziatario a tale disposizione.

15.3.2. Per ragioni di trasparenza, la sospensione dei Diritti concessi ai sensi della Sezione 15 non pregiudica gli altri diritti e/o obblighi di una delle Parti ai sensi del presente Contratto o della legge applicabile.

15.4. **Revoca della sospensione**. FSC GD può revocare la decisione di sospendere i Diritti concessi qualora il Licenziatario dimostri la futura conformità con il presente Contratto, e qualora le azioni definite dal Gruppo FSC o/e dall'Ente di Certificazione per rimediare ai motivi della sospensione siano state pienamente applicate. Inoltre in caso di sospensione ai sensi delle Sezioni 15.1.4 e 15.1.5, la sospensione dei Diritti concessi può essere revocata solo qualora FSC GD riscontri che il Licenziatario, o le sue Società Affiliate, non abbiano violato la Politica di Associazione o abbiano rispettato le condizioni per il mantenimento dell'associazione.

16. Durata e Risoluzione

16.1. **Durata**. Fatte salve le disposizioni per la risoluzione anticipata qui di seguito, il presente Contratto durerà per un periodo di cinque (5) anni dalla Data di entrata in vigore ("**Durata**"). Nel caso in cui il Licenziatario avesse già

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expiration of the Term, the Term shall be extended for the time of the recertification, but no longer than for three (3) months. In case Licensee does not apply for the renewal of its FSC Certification, the Agreement shall automatically terminate without further notice.

richiesto il rinnovo della sua Certificazione FSC, alla scadenza, la Durata potrà essere estesa per il tempo della ricertificazione, ma non più di tre (3) mesi. Nel caso in cui il Licenziatario non richieda il rinnovo della sua Certificazione FSC, il Contratto si risolverà automaticamente senza ulteriore preavviso.

16.2. Upon renewal of Licensee's FSC Certification, Licensee must conclude the latest version of the License Agreement for the FSC Certification Scheme in order to uphold a valid FSC Certification. This Agreement shall be automatically terminated without the need to provide a termination notice (*ipso facto*) upon the conclusion of the latest version of the License Agreement for the FSC Certification Scheme.

16.2. Al momento del rinnovo della Certificazione FSC del Licenziatario, quest'ultimo deve concludere l'ultima versione del Contratto di Licenza per lo Schema di Certificazione FSC al fine di mantenere una Certificazione FSC valida. Pertanto, il presente Contratto verrà risolto automaticamente, senza necessità di fornire una notifica in merito (*ipso facto)* alla conclusione dell'ultima versione del Contratto di Licenza per lo Schema di Certificazione FSC.

16.3. If there is an intended change of certification type from Single Certification to Group or Multi-site Certification, Licensee must conclude the latest version of the License Agreement for the FSC Certification Scheme for Group and Multi-site Certification in order to be granted a valid FSC Certification for Group or Multi-site Certification, in accordance with the requirements in FSC-STD-20-001. This Agreement shall be automatically terminated without the need to provide a termination notice (*ipso facto*) and shall be superseded by the License Agreement for the FSC Certification Scheme for Group and Multi-site Certification upon the effective date of the FSC Certification for Group or Multi-site Certification.

16.3. Se si intende cambiare il Tipo di Certificazione da Certificazione Singola a Certificazione di Gruppo o multi-sito, il Licenziatario deve stipulare l'ultima versione del Contratto di Licenza per lo Schema di Certificazione FSC per la Certificazione di Gruppo e multi-sito, al fine di ottenere una Certificazione FSC valida per la Certificazione di Gruppo o multi-sito, in conformità con i requisiti di FSC-STD-20-001. Il presente Contratto si risolverà automaticamente senza la necessità di fornire un avviso di risoluzione (*ipso facto*) e sarà sostituito dal Contratto di Licenza per lo Schema di Certificazione FSC per la Certificazione di Gruppo e multi-sito alla data effettiva della Certificazione FSC per la Certificazione di Gruppo o multi-sito.

16.4. In the event of a reduction, suspension or withdrawal of the scope of the responsible Certification Body's FSC accreditation by ASI which affects the Licensee's FSC Certification and the Licensee fails to enter into a valid Certification Agreement with another Certification Body within six (6) months from the date of reduction, suspension or withdrawal of the scope of the responsible Certification Body's FSC accreditation, this Agreement shall be automatically terminated without the need to provide a termination notice (*ipso facto*) after the expiration of the aforementioned six (6) month periods.

16.4. In caso di riduzione, sospensione o revoca del campo di applicazione dell'accreditamento FSC dell'Ente di Certificazione responsabile da parte dell'ASI, che influisce sulla Certificazione FSC del Licenziatario, e se il Licenziatario non stipula un Contratto di Certificazione valido con un altro Organismo di Certificazione entro sei (6) mesi dalla data di riduzione, sospensione o revoca del campo di applicazione dell'accreditamento FSC dell'Ente di Certificazione responsabile, il presente Contratto sarà automaticamente risolto senza la necessità di fornire una notifica di risoluzione (*ipso facto*) dopo la scadenza dei suddetti periodi di sei (6) mesi.

16.5. **Effect of Expiration ("Wirkungen eines ausgelaufenen Vertrags")**. Following expiration of the Agreement pursuant to Section 16.1, Licensee shall be obligated as follows:

16.5. **Effetto della scadenza ("Wirkungen eines ausgelaufenen Vertrags").** Dopo la scadenza del Contratto ai sensi della Sezione 16.1, il Licenziatario sarà obbligato a quanto segue:

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

16.5.1. Licensee shall stop using the Licensed Materials with immediate effect. This includes, for the avoidance of doubt, on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee's FSC Certification. Existing public materials, such as websites, posts on social media, signs, posters, etc. shall be removed within ten (10) calendar days;

16.5.1. il Licenziatario interromperà l'utilizzo dei Materiali concessi in licenza con effetto immediato. Ciò include, per togliere ogni dubbio, l'uso dei Materiali concessi in licenza per l'etichettatura e la promozione dei Prodotti certificati FSC, e la promozione della Certificazione FSC del Licenziatario. I materiali pubblici esistenti, come siti web, post sui social media, cartelli, poster, ecc. devono essere rimossi entro dieci (10) giorni di calendario;

16.5.2. in order to protect the integrity of the FSC Certification Scheme, including trademark protection, as well as to prevent confusion of market participants and to combat fraudulent behaviours in relation to the FSC Certification Scheme, Licensee shall implement measures to be able to provide the FSC Group, the prior Certification Body, and/or their appointed delegates/auditors, upon request, with the Licensee's Transaction Verification Data for a period of two (2) years following the date of expiration.

16.5.2. al fine di proteggere l'integrità dello Schema di Certificazione FSC, inclusa la protezione del marchio, nonché per prevenire confusione tra i partecipanti al mercato e per contrastare comportamenti fraudolenti in relazione allo Schema di Certificazione FSC, il Licenziatario dovrà implementare misure per poter fornire al Gruppo FSC, il precedente Ente di Certificazione e/o i loro delegati/revisori designati, su richiesta, con i Dati di verifica della transazione del Licenziatario per un periodo di due (2) anni dalla data di scadenza.

16.6. After the Term of this Agreement, the status of Licensee's certification will be changed to 'terminated' in the FSC Certification Database.

16.6. Dopo la Scadenza del presente Contratto, lo stato della certificazione del Licenziatario verrà modificato in 'terminato' nel Database delle Certificazioni FSC.

16.7. **Termination by Either Party ("ordentliche Kündigung")**. This Agreement may be terminated earlier than the Term specified in Section 16.1, when either Party gives a notice three (3) months in advance of the date of termination.

16.7. **Risoluzione da Entrambe le Parti ("ordentliche Kündigung").** Il presente Contratto può essere risolto prima del Termine specificato nella Sezione 16.1, quando una delle Parti ne dà avviso tre (3) mesi prima della data di scadenza.

16.8. **Termination by FSC GD for Cause with immediate effect ("außerordentliche Kündigung seitens FSC GD mit sofortiger Wirkung")**. FSC GD can terminate this Agreement for cause with immediate effect. A cause may especially be assumed in the event that FSC GD cannot, under the circumstances of the specific case and weighing the interests of both Parties, reasonably be expected to continue the contractual relationship until the end of the Term pursuant to Section 16.1 or the end of the notice period pursuant to Section 16.7. A cause may especially be assumed in the event that Licensee:

16.8. **Risoluzione da parte di FSC GD per Giusta Causa con effetto immediato ("außerordentliche Kündigung seitens FSC GD mit sofortiger Wirkung").** FSC GD può risolvere il presente Contratto per giusta causa con effetto immediato. Una giusta causa può essere presunta in particolare nel caso in cui FSC GD non possa, nelle circostanze del caso specifico e valutando gli interessi di entrambe le Parti, ragionevolmente prevedersi di continuare il rapporto contrattuale per tutta la Durata ai sensi della Sezione 16.1 o alla fine del periodo di preavviso ai sensi della Sezione 16.7. Una giusta causa può essere presunta soprattutto nel caso in cui il Licenziatario:

16.8.1. fails to immediately cease use of the Licensed Materials during suspension pursuant to Section 15.3;

16.8.1. non cessi immediatamente l'uso dei Materiali concessi in licenza durante la sospensione ai sensi della Sezione 15.3;

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

16.8.2. fails to fulfil the corrective action request issued by a Certification Body after the suspension of the FSC Certification;

16.8.3. fails to implement and uphold an action defined by the FSC Group to remedy the grounds for suspension pursuant to Section 15.1 above;

16.8.4. is found by FSC GD to have violated one or more elements of the Policy for Association (FSC-POL-01-004);

16.8.5. provides significantly untrue, inaccurate or incomplete statement, information, data or document(s) with the answers to FSC Check;

16.8.6. significantly or repeatedly discredits or damages the reputation or integrity of the FSC Certification Scheme and/or the FSC Network;

16.8.7. fails to exercise the Granted Rights in good faith pursuant to Section 9.2;

16.8.8. is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 5.2; or

16.8.9. conducting False Claim(s).

16.9. **Termination by Licensee for Cause with immediate effect ("außerordentliche Kündigung seitens des Zertifikatshalters mit sofortiger Wirkung")**. Licensee may terminate this Agreement for cause with immediate effect. A cause may especially be assumed in the event that Licensee cannot, under the circumstances of the specific case and weighing the interests of both Parties, reasonably be expected to continue the contractual relationship until the end of the Term pursuant to Section 16.1 above or the end of the notice period pursuant to Section 16.7 above. A cause may especially be assumed in the event that:

16.9.1. Licensee is not willing to accept the relevant new or revised version of the Certification Requirements pursuant to Section 5.2;

16.9.2. Licensee is not willing to accept the changes to this Agreement pursuant to Section 20.5;

16.8.2. non adempia alla richiesta di azione correttiva emessa da un Ente di Certificazione dopo la sospensione della Certificazione FSC;

16.8.3. non attui e non sostenga un'azione definita dal Gruppo FSC per porre rimedio ai motivi di sospensione ai sensi della Sezione 15.1 precedente;

16.8.4. risulti che abbia violato uno o più elementi della Politica di Associazione (FSC-POL-01-004);

16.8.5. fornisca affermazioni, informazioni, dati o documenti significativamente falsi, errati o incompleti con le risposte all'FSC Check;

16.8.6. discrediti o danneggi intenzionalmente o ripetutamente la reputazione o l'integrità dello Schema di Certificazione FSC e/o del Network FSC;

16.8.7. non eserciti i Diritti concessi in buona fede ai sensi della Sezione 9.2;

16.8.8. non sia disposto ad accettare la relativa versione nuova o rivista dei Requisiti di Certificazione ai sensi della Sezione 5.2; o

16.8.9. Commetta una Falsa(e) Dichiarazione(i).

16.9. **Risoluzione da parte del Licenziatario per Giusta Causa con effetto immediato ("außerordentliche Kündigung seitens des Zertifikatshalters mit sofortiger Wirkung").** Il Licenziatario può risolvere il presente Contratto per giusta causa con effetto immediato. Una giusta causa può essere presunta in particolare nel caso in cui il licenziatario non possa, nelle circostanze del caso specifico e valutando gli interessi di entrambe le Parti, ragionevolmente prevedersi di continuare il rapporto contrattuale per tutta la Durata ai sensi della Sezione 16.1 precedente o alla fine del periodo di preavviso ai sensi della Sezione 16.7 precedente. Una giusta causa può essere presunta soprattutto nel caso in cui:

16.9.1. il Licenziatario non sia disposto ad accettare la relativa versione nuova o rivista dei Requisiti di Certificazione ai sensi della Sezione 5.2;

16.9.2. Il Licenziatario non sia disposto ad accettare I cambiamenti apportati al presente Contratto ai sensi della Sezione 20.5;

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

16.9.3. FSC GD assigns this Agreement and its rights and obligations to a member of the FSC Group as set out in Section 17.1.

16.10. **Notice of Termination**. Upon termination decision pursuant to Sections 16.7 and 16.8, the terminating Party shall inform the terminated Party by issuing a termination notice in text form within the meaning of § 126b BGB (German Civil Code). Both Parties agree that in the event of termination pursuant to Section 16.8, the termination notice shall be effective by delivering it electronically to the email address provided by Licensee in the FSC Certification Portal according to Section 12.5. For the avoidance of doubt, alternative delivery options are not excluded.

16.11. **Effect of Termination**. Upon termination of this Agreement however caused, but without prejudice to the other rights held pursuant to this Agreement or applicable law, Licensee shall stop using the Licensed Materials with immediate effect. This includes, for the avoidance of doubt, on-product labelling on FSC-Certified Products, the promotion of FSC-Certified Products and the promotion of Licensee's FSC Certification. Existing public materials, such as websites, posts on social media, signs, posters, etc. shall be removed within ten (10) calendar days.

16.12. In case Licensee decides to terminate this Agreement within the first year following the Effective Date or before the first surveillance audit conducted by the Certification Body has taken place, Licensee shall provide the FSC Group with Transaction Verification Data and allow Inspections.

16.13. After termination of this Agreement, the status of Licensee's certification will be changed to 'terminated' or 'terminated and Blocked' in the FSC Certification Database.

16.14. **Liquidation period**. Except for Section 16.8, in case of termination (including *ipso facto* termination as per Section 16.4) or expiration of the Agreement, a liquidation period of six (6) months shall be granted to Licensee to liquidate inventory of FSC-Certified Products already labelled and produced or purchased prior to the date of termination or expiration of the Agreement. The liquidation period shall start from the date of termination or expiration of the Agreement. In case of Section 16.7, the

16.9.3. FSC GD assegni il presente Contratto e i relativi diritti e obblighi a un membro del Gruppo FSC come stabilito nella Sezione 17.1.

16.10. **Avviso di Risoluzione**. Al momento della decisione di risolvere ai sensi della Sezione 16.7 e 16.8, la Parte che attua la risoluzione informerà la Parte oggetto della risoluzione dandogli un avviso di risoluzione ai sensi del § 126b BGB (Codice Civile Tedesco). Entrambe le parti convengono che, in caso di risoluzione ai sensi della Sezione 16.8, l'avviso di risoluzione sarà effettivo una volta inviato elettronicamente all'indirizzo e-mail fornito dal Licenziatario ai sensi della Sezione 12.5. Onde evitare qualsiasi dubbio, le opzioni alternative di consegna non vengono escluse.

16.11. **Effetti della Risoluzione.** In caso di risoluzione del presente Contratto per qualsiasi motivo, ma senza pregiudizio per gli altri diritti detenuti ai sensi del presente Contratto o della legge applicabile, il Licenziatario interromperà l'utilizzo dei Materiali concessi in licenza con effetto immediato. Ciò include, per togliere ogni dubbio, l'uso dei Materiali concessi in licenza per l'etichettatura e la promozione dei Prodotti certificati FSC, e la promozione della Certificazione FSC del Licenziatario. I materiali pubblici esistenti, come siti web, post sui social media, cartelli, poster, ecc. devono essere rimossi entro dieci (10) giorni di calendario.

16.12. Nel caso in cui il Licenziatario decida di rescindere il presente Contratto entro il primo anno successivo alla Data di entrata in vigore o prima che abbia avuto luogo il primo audit di sorveglianza condotto dall'Ente di Certificazione, il Licenziatario dovrà fornire al Gruppo FSC i Dati di verifica della transazione e consentire le Ispezioni.

16.13. Dopo la risoluzione del presente Contratto, lo stato della certificazione del Licenziatario verrà modificato in "terminato" o "terminato e Bloccato" nel Database delle Certificazioni FSC.

16.14. **Periodo di Liquidazione.** Eccetto che per la Sezione 16.8, in caso di risoluzione (inclusa la risoluzione ipso facto di cui alla Sezione 16.4) o di scadenza del Contratto, un periodo di liquidazione di sei (6) mesi verrà garantito al Licenziatario per liquidare l'inventario dei prodotti Certificati FSC già etichettati e prodotti o acquistati prima della data di risoluzione o scadenza del Contratto. Il periodo di liquidazione inizia nella data di risoluzione o scadenza del Contratto. In caso di 16.7, il

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liquidation period starts with the receipt of the notice for termination

16.14.1. In the event that the Licensee's valid FSC Certification expires in the absence of an application for renewal, a liquidation period of six (6) months shall be granted to Licensee to liquidate inventory of FSC-Certified Products already labelled and produced or purchased prior to the date of expiration of the FSC Certification. The liquidation period shall start from the date of expiration of the Licensee's FSC Certification.

17. Assignment & Subcontracting

17.1. FSC GD shall be free to assign the Agreement and its rights and obligations to a member of the FSC Group at its sole discretion at any time by giving notice to Licensee.

17.2. Licensee shall not be entitled to assign this Agreement or any of its rights or obligations following from this Agreement to any Third Party without the prior written consent of FSC GD.

18. Jurisdiction, Law & Venue

18.1. This Agreement is governed by German law with the exclusion of referral rules of the German International Private Law.

18.2. The Convention on Contracts for the International Sales of Goods (CISG) of the United Nations shall not apply.

18.3. Licensee shall strive to settle amicably through direct negotiations with FSC GD any dispute, controversy or claim arising out of or relating to this Agreement. Licensee agrees, however, that any such negotiations if reasonable shall take no longer than two (2) months of time in total starting from the date when a dispute, controversy or claim has been escalated to FSC GD. Upon expiration of the two (2) months period Licensee is entitled to start arbitration proceedings in accordance with the provisions of this Section 18.

18.4. All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Arbitration Institute

periodo di liquidazione inizierà con il ricevimento dell'avviso di risoluzione.

16.14.1. Nel caso in cui la Certificazione FSC in corso di validità del Licenziatario scada in assenza di una richiesta di rinnovo, al Licenziatario sarà concesso un periodo di liquidazione di sei (6) mesi per liquidare l'inventario dei Prodotti certificati FSC già etichettati e prodotti o acquistati prima della data di scadenza della Certificazione FSC. Il periodo di liquidazione decorrerà dalla data di scadenza della Certificazione FSC del Licenziatario.

17. Cessione e Subappalto

17.1. FSC GD sarà libera di cedere il Contratto e i relativi diritti e obblighi a un membro del Gruppo FSC a propria esclusiva discrezione in qualsiasi momento, dandone comunicazione al Licenziatario.

17.2. Il Licenziatario non avrà il diritto di cedere il presente Contratto o alcuno dei suoi diritti o obblighi derivanti dal presente Contratto a terze parti senza il previo consenso scritto di FSC GD.

18. Giurisdizione, Legge e Sede

18.1. Il presente Contratto è regolato dalla legge tedesca ad esclusione delle regole di rinvio del Diritto Privato Internazionale Tedesco.

18.2. Non si applica la Convenzione sui contratti di vendita internazionale di merci (CISG) delle Nazioni Unite.

18.3. Il Licenziatario si sforzerà di risolvere amichevolmente, mediante negoziati diretti con FSC GD, qualsiasi contesa, controversia o reclamo derivante da o relativo al presente Contratto. Il Licenziatario accetta, tuttavia, che qualsiasi negoziazione di questo tipo, se ragionevole, non richiederà più di due (2) mesi di tempo in totale a partire dalla data in cui una contesa, una controversia o un reclamo siano stati inoltrati a FSC GD. Al termine del periodo di due (2) mesi, il Licenziatario ha il diritto di avviare un procedimento arbitrale in conformità con le disposizioni della presente Sezione 18.

18.4. Tutte le controversie derivanti da o in connessione con il presente Contratto o la sua validità saranno risolte definitivamente in conformità con il Regolamento di Arbitrato e il Regolamento supplementare per i procedimenti accelerati dell'Istituto Arbitrale Tedesco e.V.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

e.V. (DIS) (disarb.org) without recourse to the ordinary courts of law.

18.5. The seat of arbitration shall be Bonn, Germany. The arbitration tribunal shall be comprised of three (3) arbitrators. The law applicable to the merits shall be the substantive law of Germany. The language of the arbitration proceedings shall be English, unless mutually agreed otherwise.

18.6. The foregoing Sections 18.3 to 18.5 shall not affect either Party's right to seek a preliminary injunction, interim relief or other provisional measure before the ordinary competent courts as is considered appropriate. For such provisional measures, the Courts of Cologne, Germany, shall have exclusive jurisdiction.

19. Surviving Clauses

19.1. The expiration or termination of the Agreement, however caused, shall not affect the obligations of the Parties under this section and Sections 3.9, 9.6.2, 9.6.3, 9.7, 11.1, 16.5.2 and 18 above.

20. Interpretations and Applicability of Provisions

20.1. The Parties acknowledge that this Agreement shall constitute the controlling agreement with respect to the relationship between the Parties. This Agreement and the Certification Requirements shall be understood and interpreted in compatibility. Moreover, the Parties agree that they shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any provision of this Agreement. In this sense, the Parties acknowledge that, by entering into this Agreement, they do not rely on any statement, representation, guarantee or warranty that is not set out in this Agreement, even if made innocently or negligently.

20.2. The Preamble is an integral part of this Agreement. Headings to Sections in this Agreement are included for the purpose of ease of reference.

20.3. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and it supersedes all prior agreements, representations, writings,

(DIS) (disarb.org) senza ricorso al tribunale ordinario.

18.5. La sede dell'arbitrato sarà Bonn, Germania. Il tribunale arbitrale è composto da tre arbitri. La legge applicabile in merito sarà il diritto sostanziale della Germania. La lingua del procedimento arbitrale sarà l'inglese, salvo diverso accordo reciproco.

18.6. Le Sezioni precedenti dalla 18.3 alla 18.5 non pregiudicano il diritto di nessuna delle Parti di richiedere un'ingiunzione preliminare, un provvedimento provvisorio o altra misura provvisoria dinanzi ai tribunali competenti ordinari come ritenuto appropriato. Per tali misure provvisorie, il Tribunale di Colonia, Germania, avrà giurisdizione esclusiva.

19. Clausole sopravviventi

19.1. La scadenza o la risoluzione del Contratto, qualunque sia la causa, non influirà sugli obblighi delle Parti ai sensi della presente Sezione e delle Sezioni 3.9, 9.6.2, 9.6.3, 9.7, 11.1, 16.5.2 e 18 di cui sopra.

20. Interpretazioni e applicabilità delle disposizioni

20.1. Le Parti riconoscono che il presente Contratto costituirà il contratto di controllo rispetto al rapporto tra le Parti. Questo Contratto e i Requisiti di Certificazione devono essere intesi e interpretati in termini di compatibilità. Inoltre, le Parti convengono di non poter avanzare alcuna richiesta di risarcimento per rappresentazioni errate innocenti o negligenti o per dichiarazioni negligenti basate su qualsiasi disposizione del presente Contratto. In tal senso, le Parti riconoscono che, con la stipula del presente Contratto, non fanno affidamento su alcuna dichiarazione, rappresentazione, garanzia o assicurazione che non sia contenuta nel presente Contratto, anche se resa in modo innocente o negligente.

20.2. Le Premesse costituiscono parte integrante del presente Contratto. I Titoli delle Sezioni del presente Contratto sono inclusi al solo scopo di riferimento.

20.3. Il presente Contratto costituisce l'intera intesa tra le Parti in relazione alla materia in oggetto e sostituisce tutti i precedenti accordi,

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negotiations or understandings with respect hereto.

dichiarazioni, scritti, negoziati o intese in relazione alla presente.

20.4. Notwithstanding Section 5.2, FSC GD reserves the right to unilaterally develop and revise parts of this Agreement to the extent the development and revisions are necessary to comply with new or modified legal, regulatory, technical or environmental requirements, as well as the right to make administrative revisions (including correction of typographic or clerical errors, and changes to contact details). However, subject to section 5.2, there will be no fundamental changes that impact the scope and/or the Term of this Agreement and/or the material rights and obligations arising out of this Agreement.

20.4. A dispetto della Sezione 5.2, FSC GD si riserva il diritto di sviluppare e revisionare unilateralmente parti del presente Contratto nei limiti di sviluppi e revisioni necessari per conformarsi a requisiti legali, normativi, tecnici o ambientali nuovi o modificati, così come il diritto di apportare revisioni amministrative (compresa la correzione di errori tipografici o amministrativi nonché la modifica dei dettagli di contatto). Tuttavia, ai sensi della Sezione 5.2, non vi sarà alcun cambiamento fondamentale che influirà sullo scopo e/o sui Termini del presente Contratto e/o sui diritti materiali e sugli obblighi derivanti dal presente Contratto.

20.5. In case of non-fundamental changes, FSC GD will inform Licensee electronically via the email address provided according to Section 12.5 and provide the new version of the revised part of this Agreement at least six (6) weeks in advance of the intended effective date of the new version. Consent to the new version is deemed to have been declared by Licensee and the newly developed or revised part will become an integral part of this Agreement on the intended effective date unless Licensee expressly objects within six (6) weeks after the receipt of the new version. Licensee shall be responsible to adhere to and implement the relevant new or revised parts as soon as the new version has come into effect.

20.5. In caso di cambiamenti non-fondamentali, FSC GD informerà il Licenziatario elettronicamente all'indirizzo e-mail fornito ai sensi della Sezione 12.5. e fornirà una nuova versione della parte revisionata del presente Contratto almeno sei (6) settimane prima dell'entrata in vigore della nuova versione. Il consenso sulla nuova versione è da considerarsi come dichiarato dal Licenziatario e la parte nuova o rivista diventa parte integrante del presente Contratto nella data di entrata in vigore annunciata, a meno che il Licenziatario si opponga espressamente entro sei (6) settimane dal ricevimento della nuova versione. Il Licenziatario dovrà aderire e implementare le parti nuove o rivisitate non appena la nuova versione entrerà in vigore.

20.6. In case of fundamental changes, FSC GD will release a new contract for mutual signature.

20.6. In caso di cambi fondamentali, FSC GD fornirà un nuovo contratto che dovrà essere firmato da entrambe le parti.

20.7. The failure by either Party, at any time, to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.

20.7. L'incapacità di una delle Parti, in qualsiasi momento, di far rispettare una qualsiasi delle disposizioni del presente Contratto o qualsiasi diritto o soluzione disponibile ai sensi del presente o per legge o in equity, o di esercitare qualsiasi opzione, non dovrebbe costituire un atto di rinuncia dei suddetti disposizioni, diritti, soluzioni o opzioni, né in qualsiasi modo influire sulla validità del presente Contratto.

20.8. This Agreement may be executed in bilingual form. In case of inconsistencies between the versions or arguments between the Parties, the English version shall prevail. In the case that in the English version technical or legal terms are used in German language (in brackets with double quotation marks), the Parties agree that these shall have the meaning under and shall be interpreted exclusively in accordance with German law and language; the English

20.8. Il presente Contratto può essere eseguito in forma bilingue. In caso di incongruenze tra le versioni o argomenti tra le Parti, prevarrà la versione inglese. Nel caso in cui termini tecnici o legali presenti nella versione inglese siano utilizzati in tedesco (tra parentesi e con virgolette), le Parti convengono che queste debbano essere intese e interpretate esclusivamente ai sensi della legge e della

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translation of terms shall be for ease of reference only.

lingua tedesca; la traduzione inglese dei termini serve ai fini di riferimento.

21. Severability

21.1. Should a provision of this Agreement or part thereof be held to be invalid or unenforceable for any reason or should this Agreement contain an omission, the remaining provisions or parts thereof will continue in full force and effect without being impaired or invalidated in any way. Instead of the invalid or unenforceable provision a valid and enforceable provision is deemed to have been agreed upon which most closely approximates the intent and economic effect of the invalid or unenforceable provision. The same applies in the case of an omission.

21. Clausola salvatoria

21.1. Qualora una disposizione del presente Contratto o parte di esso siano ritenute non valide o inapplicabili per qualsiasi motivo, o qualora il presente Contratto contenga un'omissione, le rimanenti disposizioni o parti di esso continueranno ad avere piena validità ed efficacia senza essere compromesse o invalidate in alcun modo. Invece della disposizione non valida o inapplicabile, si ritiene che sia stata concordata una disposizione valida e applicabile che si avvicina il più possibile all'intento e all'effetto economico della disposizione non valida o inapplicabile. Lo stesso vale in caso di omissione.

22. Signature Page

22.1. Licensee accepts with the signature below via DocuSign the terms and conditions of this Agreement. This Agreement becomes effective by the time FSC GD countersigns it also via DocuSign and makes it accessible on the FSC Certification Portal.

22.2. Each of the Parties represents and warrants that it has full power and authority to execute this Agreement and to exercise all rights and perform all obligations under this Agreement, and the individuals who execute this Agreement on its behalf are duly authorized to do so on behalf of such party.

22. Pagina delle firme

22.1. Il Licenziatario accetta i termini e le condizioni del presente Contratto con la firma sottostante tramite DocuSign. Il presente Contratto entra in vigore nel momento in cui FSC GD lo controfirma tramite DocuSign e lo rende accessibile sul Portale delle Certificazioni FSC.

22.2. Ciascuna delle Parti dichiara e garantisce di avere il pieno potere e l'autorità di sottoscrivere il presente Contratto e di esercitare tutti i diritti e di adempiere a tutti gli obblighi previsti dal presente Contratto, e che le persone che sottoscrivono il presente Contratto per suo conto sono debitamente autorizzate a farlo per conto di tale Parte.

18 May 2026	15 maggio 2026
Date/ Data	Date / Data
Signed by: Olena Zhabyko A71979A7978A4A5...	Firmato da: Loris Bortoletto 59524BDE7FDD445...
For FSC GD / Per FSC GD	For Licensee / Per il Licenziatario
Olena Zhabyko	Loris Bortoletto
Name of the legal representative / Nome del rappresentante legale	Name of the legal representative / Nome del rappresentante legale

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 1: FSC Licensed Materials **Allegato 1: Materiali concessi in licenza FSC**

FSC Trademarks and Brandmarks		
FSC®	Forest Stewardship Council® FSC®	FSC FORESTS® FOR ALL FOREVER

Language variations		
Chinese (simplified) FSC 森林与共生生不息	**French** FSC DES FORÊTS POUR TOUS POUR TOUJOURS	**Indonesian** FSC HUTAN UNTUK SEMUA SELAMANYA
German FSC WÄLDER FÜR IMMER FÜR ALLE	**Spanish** FSC BOSQUES PARA TODOS PARA SIEMPRE	**Turkish** FSC ORMANLAR HEPİMİZ İÇİN SONSUZA DEK
Portuguese FSC FLORESTAS PARA TODOS PARA SEMPRE	**Russian** FSC Леса для всех навсегда	**Vietnamese** FSC RỪNG CHO TẤT CẢ MÃI MÃI
Italian FSC FORESTE PER TUTTI PER SEMPRE	**Japanese** FSC みんなの森をいつまでも	**Korean** FSC 영원한 우리의 숲을 위하여
Polish FSC LASY DLA WSZYSTKICH NA ZAWSZE	**Ukrainian** FSC ЛІСИ ДЛЯ ВСІХ НАЗАВЖДИ	

i. **An FSC trademark/brandmark shall be directly accompanied by the symbol ® or TM (superscript) or no symbol, as appropriate, corresponding to the registration status of that FSC trademark in a country in which the products and/or promotional material are intended to be distributed.**

ii. **Current and/or updated list of licensed materials with corresponding trademark symbols is found in the FSC Brand Hub at https://brandhub.fsc.org.**

iii. **The "Forest for All Forever" trademark and its language variations are being phased out with Version 3.0 of the FSC Standard FSC-STD-50-001 Use of the FSC Trademarks by Certificate Holders. Licensees shall no longer be authorized to use the "Forest for All Forever" trademark and its language variations upon being audited against Version 3-0 of the aforesaid Standard.**

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 2: Overview of the Certification Requirements

Allegato 2: Panoramica dei Requisiti di Certificazione

This document provides an overview of normative documents that are applicable to the different types of FSC certification (FM, CoC, CW, CFM) and scope (reclaimed or controlled materials). The document helps certificate holders understand the requirements they have to comply with*.

THE DOCUMENT IS SEPARATED INTO THE FOLLOWING FOUR SECTIONS:

If you are FM or FM/CoC certified, please refer to the following section:

If you are CW-FM certified (now referred to as Controlled Forest Management (CFM)) certified, please refer to the following section:

If you are CoC certified, please refer to the following section:

If you hold a Project certification, please refer to the following section:

FM:	Forest Management
CFM:	Controlled Forest Management
CoC:	Chain of Custody
Project - CoC:	Project certification

STRUCTURE OF INDIVIDUAL SECTIONS

Each section refers to a set of normative documents that are grouped thematically.

Each section also differentiates between normative documents that are applicable to all organizations (marked in the color of the section, e.g. FSC-STD-40-004 for CoC) and those that are 'optional' (marked in grey, e.g. additional requirements when certified as a group member for FM), depending on your scope of certification.

HOW YOU CAN ACCESS NORMATIVE DOCUMENTS

When you click on the link of the document title you will in most cases directly access the most recent current version of the document in the FSC Document Centre. Where both the most recent version of a normative document and the older version are still valid for certification during the transition period a notification will appear. You should contact your certification body to clarify which version of the document is applicable in this case.

In the case of Forest Stewardship Standards or Controlled Wood Risk Assessments you will need to search for the respective country to find the applicable standard.

This document is an annex 2 to the License Agreement for the FSC Certification Scheme.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

ANNEX 2 / A: FOREST MANAGEMENT

Updated: 20/11/2025

Document identification			FM		
Cluster	Code	Title	ALWAYS APPLICABLE	OPTIONAL: Additional requirements when certified as a group member	OPTIONAL: Additional requirements when certified for Ecosystem Services impact claims
MAIN STANDARD					
Forest Management	**Various**	**Forest Stewardship Standard**	X		
GENERAL (NOT FM RELATED)					
Disputes Management	FSC-POL-01-004	Policy for Association	X		
Normative Framework & Processes	FSC-POL-01-007	Policy to Address Conversion	X		
Normative Framework & Processes	FSC-POL-20-005	Annual Administration Fee (AAF)	X		
Normative Framework & Processes	FSC-PRO-01-004	FSC Remedy Framework	X		
Normative Framework & Processes	FSC-PRO-01-007	FSC Remedy Framework	X		
Normative Framework & Processes	FSC-PRO-01-017	Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments	X		
Disputes Management	FSC-PRO-10-004	Disclosure Requirements for Association with FSC	X		
Normative Framework & Processes	FSC-PRO-20-003	Transfer of FSC Certificates and License Agreements	X		
SCOPE OF CERTIFICATION					
Forest Management	FSC-POL-20-003	FSC Policy on the excision of areas from the scope of certification	X		
PESTICIDES USE					

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Forest Management	FSC-POL-30-001	FSC Pesticides Policy	X		
Forest Management	FSC-POL-30-001a	FSC Lists of highly hazardous pesticides	X		
Forest Management	FSC-PRO-30-001a	List of approved derogations for use of 'highly hazardous' pesticides	X		
TRANSACTION VERIFICATION & FALSE CLAIMS					
Markets & Supply Chains	FSC-PRO-10-201	Transaction Verification Procedure	X		
Forest Management	FSC-ADV-60-004	Advice note on Transaction Verification for FM/CoC certificate holders	X		
Markets & Supply Chains	FSC-PRO-10-003	Calculating financial penalty/compensation fee and processing evidence for blocked organizations	X		
TRADEMARK USE					
Markets & Supply Chains	FSC-STD-50-001	Requirements for use of the FSC® trademarks by certificate holders	X	X	
DIRECTIVES					
Forest Management	FSC-DIR-20-007	FSC Directive on Forest Management Evaluations	X		
Forest Management	FSC-DIR-60-006	Extension of the Validity of Forest Stewardship Standards	X		
OPTIONAL					
Regulatory Framework	n.a.	FSC Regulatory Module	X		
Social Stakeholders	FSC-STD-01-003	SLIMF and Community Forest eligibility Criteria	X		
Social Stakeholders	FSC-ADV-STD-01-003-01	Alignment of Forest Stewardship Standards with international SLIMF eligibility Criteria for MU with non-timber forest products (NTFP) plantations	X		
Social Stakeholders	FSC-STD-30-005	Forest Management Groups		X	
Forest Management	FSC-PRO-30-006	Ecosystem Services Procedure: Impact Demonstration and Market Tools			X
Social Stakeholders	FSC-PRO-30-011	Continuous Improvement Procedure		X	

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

ANNEX 2 / B: CONTROLLED FOREST MANAGEMENT

Updated: 20/11/2025

Document identification			CFM / CW-FM	
Cluster	**Code**	**Title**	**ALWAYS APPLICABLE**	**OPTIONAL: Additional requirements when certified as a group member**
MAIN STANDARD				
Controlled Forest Management	**FSC-STD-30-010**	**Controlled Forest Management**	X	
GENERAL (NOT CFM /CW-FM RELATED)				
Disputes Management	FSC-POL-01-004	Policy for Association	X	
Normative Framework & Processes	FSC-POL-01-007	Policy to Address Conversion	X	
Normative Framework & Processes	FSC-POL-20-005	Annual Administration Fee (AAF)	X	
Normative Framework & Processes	FSC-PRO-01-004	FSC Remedy Framework	X	
Normative Framework & Processes	FSC-PRO-01-007	FSC Remedy Framework	X	
Normative Framework & Processes	FSC-PRO-01-017	Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments	X	
Disputes Management	FSC-PRO-10-004	Disclosure Requirements for Association with FSC	X	
Normative Framework & Processes	FSC-PRO-20-003	Transfer of FSC Certificates and License Agreements	X	
TRANSACTION VERIFICATION & FALSE CLAIMS				
Markets & Supply Chains	FSC-PRO-10-201	Transaction Verification Procedure	X	
Markets & Supply Chains	FSC-PRO-10-003	Calculating financial penalty/compensation fee and processing evidence for blocked organizations	X	
TRADEMARK USE				

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Markets & Supply Chains	FSC-STD-50-001	Requirements for use of the FSC® trademarks by certificate holders	X	X
WINDTHROW				
Controlled Forest Management	FSC-ADV-20-008	Controlled wood and windthrow	X	
LEGAL COMPLIANCE				
Forest Management	FSC-ADV-30-010-01	Applicable National and Local Laws and Regulations for Controlled Wood for Forest Management Enterprises	X	
DIRECTIVES				
Forest Management	FSC-DIR-20-007	FSC Directive on Forest Management Evaluations	X	
OPTIONAL				
Regulatory Framework	n.a.	FSC Regulatory Module	X	
Social Stakeholders	FSC-STD-30-005	Forest Management Groups		X

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ANNEX 2 / C: CHAIN OF CUSTODY

Updated: 20/11/2025

Document identification			CoC			
Cluster	**Code**	**Title**	**ALWAYS APPLICABLE**	**OPTIONAL: Additional requirements when certified as a group member/ multisite CH**	**OPTIONAL: Additional requirements when sourcing FSC CW**	**OPTIONAL: Additional requirements when sourcing reclaimed material**
MAIN STANDARD						
Markets & Supply Chains	**FSC-STD-40-004**	**Chain of Custody certification**	X			
GENERAL (NOT COC RELATED)						
Disputes Management	FSC-POL-01-004	Policy for Association	X			
Normative Framework & Processes	FSC-POL-01-007	Policy to Address Conversion	X			
Normative Framework & Processes	FSC-POL-20-005	Annual Administration Fee (AAF)	X			
Normative Framework & Processes	FSC-PRO-01-004	FSC Remedy Framework	X			
Normative Framework & Processes	FSC-PRO-01-007	FSC Remedy Framework	X			
Normative Framework & Processes	FSC-PRO-01-017	Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments	X			
Disputes Management	FSC-PRO-10-004	Disclosure Requirements for Association with FSC	X			
Normative Framework & Processes	FSC-PRO-20-003	Transfer of FSC Certificates and License Agreements	X			
PRODUCT CLASSIFICATION						
Markets & Supply Chains	FSC-STD-40-004a	FSC Product Classification	X			

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

TRANSACTION VERIFICATION & FALSE CLAIMS						
Markets & Supply Chains	FSC-PRO-10-201	Transaction Verification Procedure	X			
Markets & Supply Chains	FSC-PRO-10-003	Calculating financial penalty/compensation fee and processing evidence for blocked organizations	X			
TRADEMARK USE						
Markets & Supply Chains	FSC-STD-50-001	Requirements for use of the FSC® trademarks by certificate holders	X	X		
WINDTHROW						
Controlled Wood	FSC-ADV-20-008	Controlled wood and windthrow			X	
DIRECTIVES						
Markets & Supply Chains	FSC-DIR-40-004	FSC Directive on Chain of Custody Certification	X			
Controlled Wood	FSC-DIR-40-005	FSC Directive on FSC Controlled Wood			X	
OPTIONAL						
Regulatory Framework	n.a.	FSC Regulatory Module	X			
Markets & Supply Chains	FSC-STD-40-003	Chain of Custody Certification of Multiple Sites		X		
Markets & Supply Chains	FSC-PRO-40-003a	List of approved National Group Chain of Custody Eligibility Criteria		X		
Controlled Wood	FSC-STD-40-005	Requirements for Sourcing FSC Controlled Wood			X	
Controlled Wood	Various	Controlled Wood (Centralized) National Risk Assessment			X	
Markets & Supply Chains	FSC-STD-40-007	Sourcing reclaimed material for use in FSC Product Groups or FSC Certified Projects				X
Controlled Wood / Regulatory Framework	FSC-PRO-60-006b	FSC Risk Assessment Framework			X	
Controlled Wood / Regulatory Framework	FSC-ADV-STD-60-006b-01	Assessment of conversion of natural forest and transformation of plantations to agricultural use			X	

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ANNEX 2 / D: PROJECT CERTIFICATION

Updated: 20/11/2025

Document identification			Project			
Cluster	**Code**	**Title**	**ALWAYS APPLICABLE**	**OPTIONAL: Additional requirements when certified as a group member/ multisite CH**	**OPTIONAL: Additional requirements when sourcing FSC CW**	**OPTIONAL: Additional requirements when sourcing reclaimed material**
MAIN STANDARD						
Markets & Supply Chains	**FSC-STD-40- 006**	**FSC Standard for Project Certification**	**X**			
GENERAL (NOT PROJECT-COC RELATED)						
Disputes Management	FSC-POL-01-004	Policy for Association	X			
Normative Framework & Processes	FSC-POL-01-007	Policy to Address Conversion	X			
Normative Framework & Processes	FSC-POL-20-005	Annual Administration Fee (AAF)	X			
Normative Framework & Processes	FSC-PRO-01-004	FSC Remedy Framework	X			
Normative Framework & Processes	FSC-PRO-01-007	FSC Remedy Framework	X			
Normative Framework & Processes	FSC-PRO-01-017	Participation of external observers in on-site FSC certification audits and / or ASI accreditation assessments	X			
Disputes Management	FSC-PRO-10-004	Disclosure Requirements for Association with FSC	X			
Normative Framework & Processes	FSC-PRO-20-003	Transfer of FSC Certificates and License Agreements	X			
PRODUCT CLASSIFICATION						

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Markets & Supply Chains		FSC Product Classification	X			
TRANSACTION VERIFICATION & FALSE CLAIMS						
Markets & Supply Chains	FSC-PRO-10-201	Transaction Verification Procedure	X			
Markets & Supply Chains	FSC-PRO-10-003	Calculating financial penalty/compensation fee and processing evidence for blocked organizations	X			
TRADEMARK USE						
Markets & Supply Chains	FSC-STD-50-001	Requirements for use of the FSC® trademarks by certificate holders	X	X		
Markets & Supply Chains	FSC-ADV-50-006	Requirements for use of the FSC trademarks by project certificate holders	X			
WINDTHROW						
Controlled Wood	FSC-ADV-20-008	Controlled wood and windthrow			X	
DIRECTIVES						
Controlled Wood	FSC-DIR-40-005	FSC Directive on FSC Controlled Wood			X	
Markets & Supply Chains	FSC-DIR-40-006	FSC Directive on Project Certification				
OPTIONAL						
Regulatory Framework	n.a.	FSC Regulatory Module	X			
Markets & Supply Chains	FSC-STD-40-003	Chain of Custody Certification of Multiple Sites		X		
Markets & Supply Chains	FSC-PRO-40-003a	List of approved National Group Chain of Custody Eligibility Criteria		X		
Controlled Wood	FSC-STD-40-005	Requirements for Sourcing FSC Controlled Wood			X	
Controlled Wood	Various	Controlled Wood (Centralized) National Risk Assessment			X	
Markets & Supply Chains	FSC-STD-40-007	Sourcing reclaimed material for use in FSC Product Groups or FSC Certified Projects				X

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Controlled Wood / Regulatory Framework	FSC-PRO-60-006b	FSC Risk Assessment Framework			X	
Controlled Wood / Regulatory Framework	FSC-ADV-STD-60-006b-01	Assessment of conversion of natural forest and transformation of plantations to agricultural use	X		X	

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Annex 3: FSC-POL-01-004 Policy for the Association of Organizations with FSC (V2-0) and (V3-0)

Allegato 3: FSC-POL-01-004 Politica di Associazione delle Organizzazioni con FSC (V2-0) e (V3-0)

Forest Stewardship Council

FSC POLICY

Policy for the Association of Organizations with FSC

FSC-POL-01-004 V2-0 EN







Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Title:	Policy for the Association of Organizations with FSC
Document reference code:	FSC-POL-01-004 V2-0 EN
Scope:	International
Approval:	Part I: July 2009 Part II: September 2011
Contact:	FSC Directors Office
E-mail for comments:	fsc@fsc.org

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The Forest Stewardship Council® (FSC) is an independent, not for profit, non-government organization established to promote environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

FSC's vision is that the world's forests meet the social, ecological, and economic rights and needs of the present generation without compromising those of future generations.

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CONTENTS

A Scope

B Effective date

C References

D Terms and definitions

Part 1 Policy Elements

Part 2 Policy Implementation

Introduction

FSC's mission is to promote the environmentally appropriate, socially beneficial and economically viable management of the world's forests. It is increasingly recognized that association between FSC and organizations that are involved in unacceptable forest-related activities is harmful to FSC's reputation and ultimately to its ability to deliver on its mission. In order to address this concern, in March 2007 the FSC Board of Directors mandated the FSC International Center to develop criteria for the association of third parties with FSC.

Through this policy FSC expects to be able to identify organizations not committed to the basic fundamentals of responsible forest management and prevent them from misusing their association with FSC.

It is especially relevant, but not limited to, the granting and maintenance of FSC trademark licenses and FSC certificates to organizations associated with FSC through forest management, chain of custody and/or controlled wood FSC certification.

Please send any comments or suggestions regarding this document to:

FSC International Center
– Directors Office –

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53113 Bonn, Germany

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Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

A Scope

This Policy provides FSC's position on unacceptable activities of organizations which are or would like to be associated with FSC and the mechanism for disassociation.

B Effective date

Effective upon approval.

C References

The following referenced documents are indispensable for the application of this document. For undated references, the latest edition of the referenced document (including any amendments) applies.

FSC-STD-01-005 V1-0 EN FSC Dispute Resolution System

FSC-PRO-01-009 Processing Formal Complaints in the FSC Certification Scheme

FSC-PRO-10-004 Due diligence evaluation for the association with FSC

FSC-GUI-01-004 Guideline for Panels evaluating complaints against the Policy for Association

D Terms and definitions

For the purposes of this Policy, the terms and definitions given in *FSC-STD-01-002 FSC Glossary of Terms* and the following apply:

Association

An association with FSC is formally established through any of the following relationships:

- FSC membership
- Contractual relationship through:
    - FSC accreditation agreement,
    - FSC license agreement,
    - FSC cooperation agreement,
    - FSC partnership agreement.

Destruction of high conservation values

Significant damage of the attributes that constitute high conservation values in a way that they no longer exist or cannot be repaired.

Forest Conversion

Rapid or gradual removal of natural forest, semi-natural forest or other wooded ecosystems such as woodlands and savannahs to meet other land needs, such as plantations (e.g. pulp wood, oil palm or coffee), agriculture, pasture, urban settlements, industry or mining. This process is usually irreversible.

Significant conversion

Conversion is considered significant in any case of:

- Conversion of High Conservation Value Forests
- Conversion of more than 10% of the forest areas under the organization's responsibility in the past 5 years

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- Conversion of more than 10,000 ha of forests under the organization's responsibility in the past 5 years

NOTE: Failure of the 10,000 ha threshold does not lead to disassociation *per se*, but will lead to a case by case investigation by an independent Complaints Panel. In judging the case, the Panel will take into account the local circumstances, the scale of the operation and plans for continued conversion.

NOTE: For the purposes of this policy, the establishment of ancillary infrastructure necessary to implement the objectives of responsible forest management (forest roads, skid trails, log landings, etc) is not considered conversion.

Human rights

Rights as established by the Universal Declaration of Human Rights of the United Nations. http://www.un.org/en/documents/udhr/

Illegal Logging

Harvesting of timber in violation of any laws applicable in that location or jurisdiction including, but not limited to, laws related to the acquisition of harvesting rights from the rightful owner, the harvesting methods used and the payment of all relevant fees and royalties.

ILO Declaration on Fundamental Principles and Rights at Work

Adopted in 1998, the Declaration commits Member States to respect and promote principles and rights in four categories, whether or not they have ratified the relevant Conventions. These categories are: freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labor, the abolition of child labour and the elimination of discrimination in respect of employment and occupation. For more information, please access: http://www.ilo.org/declaration

Involvement

Direct involvement: Situations in which the associated organization or individual is first-hand responsible for the unacceptable activities.

Indirect involvement: Situations in which the associated organization or individual, with a minimum ownership or voting power of 51%, is involved as a parent or sister company, subsidiary, shareholder or Board of Directors to an organization directly involved in unacceptable activities. Indirect involvement also includes activities performed by subcontractors when acting on behalf of the associated organization or individual.

Traditional rights

Rights which result from a long series of habitual or customary actions, constantly repeated, which have, by such repetition and by uninterrupted acquiescence, acquired the force of a law within a geographical or sociological unit. Also known as customary rights (FSC Principles and Criteria). It also encompasses the rights of Indigenous and Tribal Peoples as established by the ILO Convention 169.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

PART I - POLICY ELEMENTS

Approved by the FSC Board of Directors at its 51st Meeting, July 2009

1 FSC will only allow its association with organizations that are not directly or indirectly involved in the following unacceptable activities:

a) Illegal logging or the trade in illegal wood or forest products

b) Violation of traditional and human rights in forestry operations

c) Destruction of high conservation values in forestry operations

d) Significant conversion of forests to plantations or non-forest use

e) Introduction of genetically modified organisms in forestry operations

f) Violation of any of the ILO Core Conventions[1]

[1] *As defined in the ILO Declaration on Fundamental Principles and Rights at Work.*

PART II - POLICY IMPLEMENTATION

2 Due Diligence

2.1 Before entering into an association with an organization or individual, FSC shall conduct a due diligence evaluation according to FSC-PRO-10-004 to evaluate the existence of objective evidence that an organization is directly or indirectly involved in any of the unacceptable activities as listed in Part I Clause 1.

2.2 FSC shall only enter into an association with organizations or individuals that have passed the due diligence evaluation.

3 Investigations of allegations

3.1 Any stakeholder, including FSC, can file a formal complaint against an organization or individual that is suspected to be involved in any of the unacceptable activities as listed in Part I Clause 1.

3.2 Complaints shall be filed and processed in line with the requirements and regulations of the FSC Dispute Resolution System.

4 Disassociation

4.1 A decision to disassociate from FSC shall only be taken by the FSC Board of Directors.

4.2 Following the decision to disassociate, actions to terminate the contractual relationships with the organization or individual should be taken within a period of thirty (30) days.

4.3 The decision to disassociate cannot be appealed.

4.4 Together with the decision to disassociate, the FSC Board of Directors may specify a timeline and conditions for renewal of the association with FSC.

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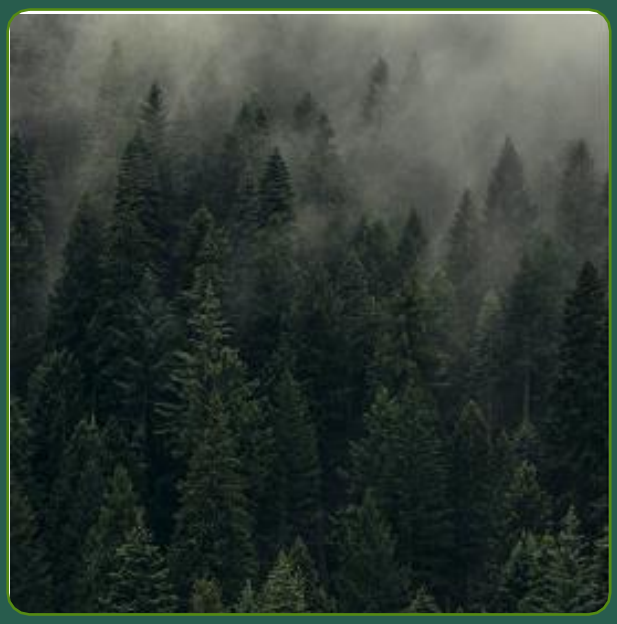

Policy

POLICY FOR ASSOCIATION

FSC-POL-01-004 V3-0

FSC FORESTS FOR ALL FOREVER™

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Title:	Policy For Association
Dates:	**Approval date:** 26 August 2022
Contact for comments:	FSC Global Development – Dispute Management Adenauerallee 134 53113 Bonn Germany **Phone:** +49 -(0)228 -36766 -0 **Fax:** +49 -(0)228 -36766 -65 **Email**: dispute.resolution@fsc.org

Version control

Publication date:	4 October 2022
Effective date:	1 January 2023

Version	Description	Date
V1-0	The FSC Board of Directors approved the essential elements of *Policy for Association* in July 2009 – the six unacceptable activities in which organizations wishing to *associate** with FSC could not be directly or indirectly involved in (see Part I) – but recognized that further work was needed to describe the policy implementation process in more detail.	02/07/2009
V2-0	The FSC Board of Directors approved the policy implementation details (see Part II) in September 2011.	01/09/2011
V3-0	This version introduces definitions of *control** and *corporate group** to redefine the scope of application as well as requirements for disclosure for risk-based screenings. It aligns policy with an existing interpretation concerning research in genetic engineering and the latest thinking in FSC's position on conversion.	01/01/2023

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CONTENTS

Introduction 4

Objective 4

Scope 4

References 5

Part I: Policy elements 6

Part II: Policy implementation 6

Annex 1: Corporate group 8

Annex 2: Engagement in unacceptable activities 9

Annex 3: Terms and definitions 10

Verbal forms for the expression of provisions 12

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Introduction

Forests sustain life on earth and must be protected. That's why FSC exists: to provide a sustainable forest management solution that is trusted by NGOs, consumers, and businesses alike to protect healthy and resilient forests, for all, forever. We bring together experts form the environmental, economic and social spheres to promote the responsible management of the world's forests. The *Policy for Association* is an expression of the values shared by individuals and organizations *associated** with FSC. It defines six unacceptable activities that *associated** individuals and organizations and their *corporate group** commit to avoid in both certified and non-certified operations.

The *Policy for Association* serves as a risk management tool for FSC, protecting the credibility and reputation of the FSC brand and organizations *associated** with it. It applies to entire *corporate groups** even if only a limited part of a group has an active relationship with FSC. The policy extends the reach of FSC core values to also those organizations in the *corporate group** that are not themselves active within the certification system. This scope of the policy is a means to avoid any confusion or use of FSC's name in relation to activities that violate FSC's core principles and that could compromise FSC's ability to deliver on its mission. The policy also allows for requiring improvements and remedy as well as the termination of all contractual ties with an individual or organization found to be in violation of the policy.

Policy implementation

To protect FSC's reputation and to remedy harm caused by unacceptable activities, FSC will assess multiple options, from mediation to investigation, sanctions and conditions-setting, to improve the performance of individuals and organizations *associated** with FSC. The measures and consequences depend on the gravity of the violation. Stakeholders should engage in all reasonable efforts to address concerns before presenting a *Policy for Association* complaint.

*Allegations** of violations of the *Policy for Association* against *associated** individuals and organizations are accepted and evaluated by FSC upon presentation of *substantial information** that the *associated** individual or organization or its *corporate group** has violated the policy.

To implement the *Policy for Association*, two procedural documents are used:

1) An individual or organization seeking to *associate** with FSC must undergo a screening process and disclose information, in accordance with FSC-PRO-10-004 *Disclosure Requirements for Association with FSC*.
2) If a potential violation of this policy is brought to the attention of FSC, then FSC-PRO-01-009 *Processing FSC Policy for Association Complaints* is applied.

Objective

The objective of the *Policy for Association* is to outline and define unacceptable activities that severely impact forests and people on-the-ground and that pose reputational risks if *associated** with FSC. The policy defines consequences of engaging in them for organizations and individuals that are or seek to be *associated** with FSC. The policy determines which organizations and individuals can or cannot be *associated** with FSC.

Scope

The *Policy for Association* applies to all *associated** individuals, organizations, and their *corporate groups** and to those seeking *association** with FSC.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

The policy states six unacceptable activities (see Part I: Policy elements) that *associated** individuals, organizations and their *corporate groups** must commit to avoid and defines the consequences of a violation to this policy (see Part II: Policy implementation).

This policy applies to situations where the unacceptable activity is occurring or has occurred. Intent to engage in an unacceptable activity is not sufficient grounds to trigger an investigation or complaint. However, intent to engage in an unacceptable activity may trigger other, proactive measures by FSC, including information-gathering and monitoring, to help ensure that the unacceptable activity does not occur in the future.

In the spirit of the FSC system, disputes should always be addressed at the lowest level possible, and stakeholders are encouraged to follow this principle. Complaints related to a violation of the *Policy for Association* that overlap with an organization's conformance with its certification requirements should therefore first be addressed with the respective certification body through its established complaints procedure.

The timeframe for how far back a violation is considered relevant is handled on a case-by-case basis, unless specified in this policy, using conditions such as, but not limited to: i) whether there is lingering harm; ii) the scale and impact of the harm done; iii) the level of action already taken to remedy past harm; iv) whether there is demonstrable systemic change to prevent the re-occurrence of the unacceptable activity.

This policy version 3-0 will be applicable from its effective date. The previous version 2-0 of the policy remains effective for violations that occurred before the effective date of the version 3-0.

References

The following referenced documents are essential for the application of this document. For undated references, the latest edition of the referenced document (including any amendments) applies.

FSC-PRO-01-009	*Processing FSC Policy for Association Complaints*
FSC-PRO-10-004	*Disclosure Requirements for Association with FSC*
FSC-PRO-01-004	*FSC Remedy Framework*
FSC-STD-01-002	*FSC Glossary of Terms*
	FSC Statutes

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Part I: Policy elements

1. FSC aims to *associate** with individuals and organizations aligned with the FSC mission and values and will not allow an *association** if the individual, organization or its *corporate group** is or has been engaged in the following unacceptable activities:

   a) *Illegal harvesting or illegal trade** in *forest products**
   b) Violation of *customary** or *human rights** within the forestry or *forest products sector**
   c) Violation of *workers' rights** and principles defined in the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work within the forestry or *forest products sector**
   d) *Destruction of High Conservation Values** (HCVs) in forests or *High Conservation Value areas**
   e) *Conversion of natural forest cover**
   f) Use of *genetically modified** organisms in forestry operations for any other purposes than research[1].

   NOTE: See Annex 1 for criteria defining a *corporate group** and Annex 2 for further considerations on circumstances where an *associated** individual or organization has engaged in an unacceptable activity.

Part II: Policy implementation

2. Due diligence and disclosure

2.1. An *associated** individual or organization shall ensure that they and their *corporate group** have policies and procedures in place to avoid any engagement in relevant unacceptable activities stipulated in Part I. Existence of such policies is not verified by FSC prior to *association**. In case of complaint, a lack of sufficient *due diligence** to avoid risk of violation of the *Policy for Association* will be taken into consideration.

2.2. FSC will only enter into, or maintain, an *association** with an individual or organization that conforms to the disclosure requirements of FSC-PRO-10-004 *Disclosure Requirements for Association with FSC*.

3. Evaluating allegations

3.1. Any stakeholder can submit a complaint if there is *substantial information** that an *associated** individual or organization or its *corporate group** is suspected of a violation of this policy. Complaints are processed according to FSC-PRO-01-009 *Processing FSC Policy for Association Complaints*.

4. Consequences of a violation of this policy

4.1. An *associated** individual or organization found to be in violation of this policy will, together with its *corporate group**, face one of two consequences, as further elaborated in FSC-PRO-01-009:

[1] Research, as defined by INT-POL-01-004-01, is understood as activities that a) have a clear investigative purpose (i.e., test a hypothesis), b) are carried out on a limited scale and with defined timelines that are compatible to the scope of research, and c) are conducted following all related legal requirements, including safeguards, and permits.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

a. Maintaining *association** with time-bound conditions that must be met to remain *associated** with FSC. The *associated** individual or organization must agree to meet these conditions. Failure to implement them within the agreed timelines will be grounds for *disassociation**.

b. *Disassociation** from FSC, with main pre-conditions to be fulfilled before considering a process for ending *disassociation**.

NOTE: See FSC-PRO-01-009 *Processing FSC Policy for Association Complaints* for a list of the factors considered in determining the consequences of a violation, as well as the types of conditions that must be met for maintaining *association** or ending *disassociation**. See also the *FSC Statutes* for the process for destitution of a member.

4.2. An organization or individual applying for *association** that has been found to be in violation of this policy, shall not be granted *association** with FSC.

5. Ending disassociation and applying for association after confirmed violation

5.1 A *disassociated** or rejected individual or organization interested in *associating** with FSC shall enter into a remedy process.

5.2 Individual or organization-specific requirements shall be developed by an independent third-party based on general requirements defined in FSC-PRO-01-004 *FSC Remedy Framework*. The requirements constitute a plan of how to remedy, correct and prevent reoccurrence of previously identified violations. They may also consider activities that were not included in the original complaint if they might be in violation of the *Policy for Association* and are considered necessary to include for trust-building reasons. See *FSC Remedy Framework* and FSC-PRO-01-009 *Processing FSC Policy for Association Complaints* for more information on the process.

5.3 Upon fulfilling the defined conditions, and FSC ending the *disassociation**, the individual or organization may apply to *associate** with FSC as a member and/or an FSC license agreement holder.

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Annex 1: Corporate group

The *Policy for Association* applies to *associated** individuals and organizations and to the *corporate group** they belong to.

Table 1: Definition and factors used to determine *corporate group[2]**

Definition of *corporate group:**	**Factors that are used to determine whether a company is part of a broader *corporate group** include:**
The totality of legal entities to which an *associated** organization is affiliated in a corporate relationship in which either party *controls** the performance of the other (e.g. parent or sister company, subsidiary, joint venture, etc.). *Control** in this regard means the possession of power to direct, restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means. NOTE: *Control** may exist irrespective of the percentage share of ownership; however, it is deemed to exist (unless evidence points to the contrary) when an organization or individual owns more than 50 percent share interest in another legal entity.	**Formality of relationship:** Is there formal ownership, such as through an investment holding structure? **Declared as a group:** Has the group publicly declared the companies are linked? **Family control**: Are the companies owned or run and controlled by members of the same family? **Financial control**: Are there contractual or other financial arrangements that indicate one party *controls** the performance of another? **Management control:** Is there extensive overlap in officials between companies? **Operational control:** Are landholdings under a group's operational *control**? **Beneficial ownership:** Is ultimate ownership hidden in offshore companies or by use of nominees? **Shared resources:** Do companies share a registered address, land or other physical assets, or provision of company functions or services?

NOTE: The definition and factors used for determining *corporate group** and *control**, will be applied and evaluated on a case-by-case basis.

Example of managerial *control within a *corporate group****

Company A holds multiple FSC certificates, and Company B does not have any FSC certificates. The owner of Company A sits on the board of Company B with voting power of 20%. The owner of Company A sets the performance benchmarks for the management of Company B. If Company B is found to have been engaged in an unacceptable activity, then an investigation would be triggered to determine whether Company A had managerial *control** over the actions of Company B and whether they would be considered to be part of the same *corporate group**. If yes, the unacceptable activities of Company B constitute a violation of the *Policy for Association*.

[2] Definition and factors adapted from the definition of "Corporate Group" by Accountability Framework Initiative (2022)

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 2: Engagement in unacceptable activities

An *associated** individual or organization and its *corporate group** are in violation of the *Policy for Association* if they are or have been engaged in any of the unacceptable activities defined in clause 1 of Policy elements. They are considered engaged in unacceptable activities if they have *control** over these activities. The unacceptable activities could have been performed by themselves, or by another organization they have *control** over.

Thus, an individual or organization and its *corporate group** can be in violation of the *Policy for Association* also through commercial relationships. This is determined by existence of *control** over the unacceptable activities. For example, the unacceptable activities of a supplier constitute a violation of the *Policy for Association* only if the *associated** individual or organization and its *corporate group** had *control** over the actions of its supplier.

Example of *control in a commercial relationship**

Company A has an FSC chain of custody certificate and buys timber from Company B, which is not FSC certified. Company B is a supplier to Company A, and both are separate corporate entities. Company A, however, is the sole buyer of Company B's products and the sales contract between the companies gives Company A the right to veto Company B's management plan. If Company B were found to be engaged in an unacceptable activity, then a *Policy for Association* evaluation would be triggered to determine whether Company A had *control** over the actions of Company B. If yes, the unacceptable activities of Company B constitute a violation of the *Policy for Association*.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 3: Terms and definitions

For the purposes of this international document, the terms and definitions given in FSC-STD-01-002 *FSC Glossary of Terms* and the following apply:

Allegation: A statement of belief that some wrong or harm has occurred.

Association (associated, associate, associated organization): An association with FSC is formally established through any of the following contractual relationships: FSC membership agreement; FSC certificate holder license agreement; FSC certification body license agreement; FSC partnership agreement.

Control: The possession of power to direct, restrict, regulate, govern, or administer the performance of the other company through authority, rights, contract, or other means.

Conversion of natural forest cover: A *lasting change of natural forest cover* induced by human activity**. This covers gradual forest *degradation** as well as rapid forest transformation.

- **Induced by human activity:** In contrast to drastic changes caused by natural calamities like hurricanes or volcanic eruptions. It also applies in cases of naturally ignited fires where human activities (e.g., draining of peatlands) have significantly increased the risk of fire.
- **Lasting change of *natural forest** cover:** Permanent or long-term change of *natural forest** cover. Temporary changes of forest cover or structure (e.g., harvesting followed by regeneration in accordance with the FSC normative framework) is not considered *conversion of natural forest cover**.

NOTE: For the purposes of this policy, the establishment of ancillary infrastructure necessary to implement the objectives of responsible forest management (e.g., forest roads, skid trails, log landings, fire protection, etc.) is not considered conversion.

NOTE: The provisions for minimal conversion apply also in the context of *association**.

Corporate group: The totality of legal entities to which an *associated** organization is affiliated in a corporate relationship in which either party *controls** the performance of the other (e.g., parent or sister company, subsidiary, joint venture, etc.). See also Annex 1.

Customary rights: Rights which result from a long series of habitual or customary actions, constantly repeated, which have, by such repetition and by uninterrupted acquiescence, acquired the force of a law within a geographical or sociological unit. (Source: FSC-STD-01-001 V5-2).

Degradation: Changes within a *natural forest** or *High Conservation Value area** that significantly and negatively affect its species composition, structure and/or function, and reduces the ecosystem's capacity to supply products, support biodiversity and/or deliver ecosystem services.

Destruction of High Conservation Values: Lasting change of any of the *High Conservation Values**. This may be characterized by *significant loss of species diversity*,* habitat diversity, structural complexity, ecosystem functionality or livelihoods and cultural values. Temporary changes that do not negatively and permanently impact the values (e.g., harvesting followed by regeneration in accordance with Principle 9) are not considered a lasting change.

Explanatory notes:

For the purposes of this policy, it is not expected that the *associated** individual or organization or its *corporate group** will systematically conduct *HCV** assessments to determine the existence of *HCVs** and the threats to them. Rather, it is expected that they make use of available tools and have mitigation strategies in place for situations where potential risk to *HCVs** exist. For tools, see for example FSC Risk Assessment Platform, *HCV Guide for Forest Managers* (FSC-GUI-30-009) and *FSC Guidelines for the Implementation of the Right to Free, Prior and Informed Consent* (FPIC) (FSC-GUI-30-003).

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Disassociation (disassociated): The termination of all existing contractual relationships (member and license) between FSC and the *associated** individual, organization and c*orporate group**. Disassociation also prevents entry into any new contractual relationships with FSC.

Due diligence: A risk management process implemented by an organization to identify, prevent, mitigate, and account for how it addresses environmental and social risks and impacts in its operations, supply chains and investments.

Forest product: Forest-based organic materials and products produced within a forest matrix, including wood and non-timber forest products. (Source: Adapted from definition of forest based in FSC-STD-40-004 V3-1).

Forest products sector: Includes all entities that trade or manufacture products from forest-based organic materials, including timber and non-timber *forest products**. (Source: Adapted from definition of forest based in FSC-STD-40-004 V3-1).

Genetically modified (organism): An organism in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination. This policy is specific to organisms that are trees. (Based on FSC-POL-30-602). (Source: FSC-STD-01-001 V5-2).

High Conservation Value areas: Zones and physical spaces which possess and/or are needed for the existence and maintenance of identified *High Conservation Values**. (Source: FSC-STD-60-004 V2-0).

High Conservation Values (HCVs): As defined in FSC-STD-01-001 V5-2 *FSC Principles and Criteria for Forest Stewardship*, including HCV1 species diversity, HCV2 landscape level ecosystems and mosaics, HCV3 ecosystems and habitats, HCV4 critical ecosystem services, HCV5 community needs and HCV6 cultural values.

Human rights: Human rights are rights that every human being has by virtue of his or her human dignity and are the sum of individual and collective rights laid down in State constitutions and international law. Human rights are manifold. Human rights include, at a minimum, rights expressed in the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights and the main instruments through which it has been codified: the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights), the United Nations Declaration on the Rights of Indigenous Peoples, the ILO Indigenous and Tribal Peoples Convention No. 169 and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. Depending on the circumstances, organizations may need to consider additional standards and instruments.

Illegal harvesting and/or illegal trade in forest products: Harvesting of timber and non-timber *forest products** in violation of any and all laws applicable in that location or jurisdiction including, but not limited to, laws related to the acquisition of harvesting rights from the rightful owner, the harvesting methods used, and the payment of all relevant fees and royalties. The term 'illegal trade' refers to both 'illegal trade in forest products' and 'legal trade in illegal forest products' and includes for example fraud, bribery and purchase or resale of illegally harvested timber'. (Source: Adapted from FSC-STD-40-005 V3-1).

Natural forest: A forest area with many of the principal characteristics and key elements of native ecosystems, such as complexity, structure and biological diversity, including soil characteristics, flora and fauna, in which all or almost all the trees are native species, not classified as plantations.

Natural forest includes the following categories:

- Forest affected by harvesting or other disturbances, in which trees are being or have been regenerated by a combination of natural and artificial regeneration with species typical of natural forests in that site, and where many of the above-ground and below-ground characteristics of the natural forest are still present. In boreal and north temperate forests which are naturally composed of only one or few tree species, a combination of natural and artificial regeneration to regenerate forest of the same

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

native species, with most of the principal characteristics and key elements of native ecosystems of that site, is not by itself considered as conversion to plantations.

- Natural forests which are maintained by traditional silvicultural practices including natural or assisted natural regeneration.
- Well-developed secondary or colonizing forest of native species which has regenerated in non-forest areas.
- The definition of natural forest may include areas described as wooded ecosystems, woodland and savanna.

Natural forest does not include land that is not dominated by trees, was previously not forest, and that does not yet contain many of the characteristics and elements of native ecosystems. Young regeneration may be considered as natural forest after some years of ecological progression.

Significant loss of species diversity: Loss of species is considered significant where rare species and threatened species or other locally important, keystone and/or flagship species are lost, whether in terms of numbers of individuals or in terms of number of species. This refers to both displacement and extinction.

Substantial information: Credible information provided by third parties and/or gathered through independent research obtained from reliable/renowned sources which constitutes a solid piece of evidence to be considered in an investigation. Substantial information may include any of the following forms so long as the evidence meets the criteria required in this definition: scientific reports, technical analysis, certification reports, corroborated news articles, official reports and/ or announcements by governmental authorities, legal analysis, Geographic Information System information (boundary coordinates, satellite change mapping), videos or footage, images, independent interviews, affidavits and declarations, meeting minutes, and corporate/organizational information.

Workers' rights: Rights defined in International Labour Organization (ILO) Declaration of Fundamental Principles and Rights at Work and ILO Core Conventions. The fundamental principles and rights at work include freedom of association and the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labour; the effective abolition of child labour; and the elimination of discrimination in respect of employment and occupation. These fundamental rights and their implementation have been further examined for example in the ILO Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy and for verification purposes in FSC Core Labour Requirements.

Verbal forms for the expression of provisions

[Adapted from ISO/IEC Directives Part 2: Rules for the structure and drafting of International Standards]

"shall": indicates requirements strictly to be followed in order to conform to the document.

"should": indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required.

"may": indicates a course of action permissible within the limits of the document.

"can": is used for statements of possibility and capability, whether material, physical or causal.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E



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Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 4: Self-Declaration regarding FSC-POL-01-004 (Policy for the Association of Organizations with FSC)

Licensee explicitly declares that it has read, understood and will adhere to the Policy for the Association of Organizations with FSC (FSC-POL-01-004) available in Annex 3.

Allegato 4: Autodichiarazione relativa a FSC-POL-01-004 (Politica di Associazione delle Organizzazioni con FSC)

Il Licenziatario dichiara esplicitamente di aver letto e compreso, e di essere intenzionato ad aderire alla Politica di Associazione delle Organizzazioni con FSC (FSC-POL-01-004) disponibile nell'Allegato 3.

15 maggio 2026

Date / Data

Firmato da:
Loris Bortoletto
59524BDE7FDD445...

For Licensee / Per il Licenziatario

Loris Bortoletto

Name of the legal representative / Nome del rappresentante legale

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 5: FSC-ADVICE-40-004-18 (V2-0) **Allegato 5: FSC-ADVICE-40-004-18 (V2-0)**

ADVICE-40-004-18 (V2-0)	**Addressing false FSC claims on products/projects containing material from unacceptable sources**
Normative references	FSC-PRO-10-003 V1-1 FSC-STD-20-001, Clauses 1.2.3 i) & 1.4.5 b) FSC-STD-20-007, Clause 8.1 FSC-STD-20-011 V4-1, Clauses 4.1, 7.4 and 9.1 FSC-STD-20-012, Clauses 7.1 & 4.5 FSC-STD-30-010, Clauses 1.5 & 1.6 FSC-STD-40-003 V2-1 Clause 5.1.2 FSC-STD-40-004 V3-0 Clauses 1.1, 1.6, 2.3 and 12.3 (*equivalent clauses in V3-1 are 1.1, 1.8, 2.3 and 13.3*)
Approval date	06 April 2020; amendment 25 October 2021
Effective date	From 01 January 2022 until withdrawn
Scope	This Advice Note addresses situations where ineligible input is used in products and projects claimed, labelled and/or promoted as FSC certified or FSC Controlled Wood. The Advice Note primarily applies to certified organizations who have generated such a false claim and specifies the actions for them, their certification bodies (CBs), as well as for Assurance Services International (ASI) and FSC to address these false claims. It further applies to organizations adding new group members/sites and certificate holders/organizations outsourcing services - to prevent them from developing business relations with organizations who generated false claims and have been blocked from the FSC system. This Advice Note does not apply to situations where organizations have generated inaccurate claims. The applicable requirements of the *Chain of Custody Certification* FSC-STD-40-004 standard shall continue to be used to regulate inaccurate claims.
Terms and Definitions	**Blocked Organization:** A certificate holder or a former certificate holder that is blocked from the FSC Certification Scheme in response to False Claims by: i. the suspension of the Granted Rights to use the FSC trademarks, alternatively the termination of the License Agreement for the FSC Certification Scheme, *and* ii. the restriction from carrying out processes or activities that are included within the scope of their FSC certification as a result of suspension/termination of FSC certification, *and* iii. prevention of re-entry to the FSC system by re-certification or by becoming a member of a Group or Multi-site COC certification, or by becoming a contractor for other certificate holders with valid FSC certification. NOTE: An organization may be blocked from the FSC system for reasons other than as a response to False Claims. The above definition is provided in the context of this Advice Note. NOTE: For organizations having Group CoC certification, the blockage will apply to the whole group in case root cause analysis establishes that the false claim developed due to a failure (negligent or deliberate) at the group level (or Group manager level). In other scenarios, if the root cause analysis establishes

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

	the development of the false claim to a failure at the group member level, then this Advice Note will apply at the Group member level. **Clear and convincing evidence:** Evidence available to the certification body, ASI and/or FSC or to the Blocked Organization that supports a conclusion that a fact is substantially more probable to be true than not. Clear and convincing evidence shall be supported by documents, facts, other information, or records, either quantitative or qualitative, that can be verified through analysis, observation, measurement, and other means of research (See Graphic 1). **Contractor:** Individual, company, or other legal entity contracted by an organization for any activities under the scope of an FSC COC certificate. **CPR measures:** The collection of corrective, preventive and remedial measures to be implemented by an organization to address a False Claim incident. ***Corrective measures*** – aimed primarily at stopping the further circulation of non-conforming products and related promotional claims. ***Preventive measures*** – aimed at preventing future occurrence and shall be developed based on a root cause analysis to be conducted by the organization responsible for the False Claim incident. ***Remedial measures*** – aimed at compensating for any volume of False Claims released into the market which had not been properly allocated to and deducted from the relevant product group volume accounts. In such cases, the organization responsible for a False Claim incident shall take remedial measures by using (purchasing, allocating from existing stock, and/or deducting credits) the same volume of FSC input material that would have been necessary to correctly produce the non-conforming products. (Refer Clauses 7.1-7.4 for further information on implementing remedial measures.) **False Claim:** FSC claim made on sales documents (physical or electronic) or the use of the FSC trademarks, on products and/or for projects that are not eligible to be claimed, labelled and/or promoted as being FSC-certified or FSC Controlled Wood. A False Claim is different from an inaccurate claim, in which a product, that is eligible to be sold as FSC certified, is sold with the wrong claim. **Deliberate False Claim:** A False Claim that has been made deliberately/intentionally by an organization with knowledge and awareness of the consequences. Clear and convincing evidence is required to determine a False Claim incident as deliberate. **Negligent False Claim:** A False Claim that has been made by an organization due to its failure to exercise reasonable care. A negligent False Claim would result in the unintentional application of an FSC claim on sales documents (physical or electronic) or the use of the FSC trademarks, on products and for projects that are not eligible to be claimed, labelled and/or promoted as being FSC-certified or FSC Controlled Wood. **Other False Claim:** A False Claim that has been made neither deliberately, nor due to the failure of the organization to exercise reasonable care, but under exceptional or uncontrollable circumstances. Typically, these circumstances cannot be reasonably anticipated, hence a differentiating characteristic is that it cannot be expected at reasonable costs for the organization to have preventive measures in place to prevent the (re-)occurrence of relevant False Claims. Clear and convincing evidence is required to determine a False Claim incident as 'other'.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

	False Claim incident: A single instance of a False Claim that can be attributed to a root cause. Multiple incidents of False Claims may originate from the same root cause. **False Claim event:** One or several incidents of False Claims which originate from the same root cause. All these instances of False Claims (which would normally trigger a single non-conformity in an assessment) count as one False Claim event for the purpose of this Advice Note. **FSC Certification database:** A computer-based system containing *inter alia* information on Certification Data, Certification Bodies, Certificate Holders and other license holders. It includes a search function which is publicly accessible at info.fsc.org ('**FSC Public Search**') and which enables producers, traders and consumers to verify the status and scope of an FSC Certification as well as provides transparency for stakeholders. **FSC Trademark License Agreement:** The License Agreement for the FSC Certification Scheme signed by the certificate holder permitting use of the FSC trademarks ('licensed materials'). **Granted Rights:** The right to use the FSC trademarks for FSC claims, as defined in FSC-STD-40-004, for on-product labeling on FSC-certified products and for promotional use worldwide as licensed and further regulated by via the FSC Trademark License Agreement. **Inaccurate claim:** FSC claim made on sales documents (physical or electronic) on products and for projects that are eligible to be claimed as being FSC-certified or FSC Controlled Wood but have been sold with the wrong claim. **Negligence**: Failure to exercise reasonable care. **Non-conforming product:** Product or material for which an organization is unable to demonstrate that it conforms to the applicable FSC certification requirements and eligibility requirements for making FSC claims. **NCP requirements:** The requirements (consisting of procedures and activities) for organizations to address non-conforming products, as defined in Clause 1.6 of FSC-STD-40-004 V3-0. **Self-declared False Claim:** A False Claim is considered self-declared if the organization: a. detects it in an unforced manner, *and* b. notifies its certification body and all affected direct customers in writing within five business days of the detection, and maintain records of that notice, *and* c. analyzes the root cause for occurrence of the False Claim, and implement measures to prevent their reoccurrence, *and* d. cooperates with its certification body in order to allow the certification body to confirm that appropriate actions were taken to correct the non-conformity. NOTE: False Claims declared by organizations which are subject to a transaction verification or any other announced or ongoing investigation would not be considered to be made unforced and hence not fall into this category.
Background	In November 2016, the FSC Board of Directors approved the revised versions of FSC-STD-40-004 (V3-0), FSC-STD-20-011 (V4-0) and an additional set of actions for ensuring supply chain integrity and addressing false claims in the FSC system. However, there was observed a clear need to have specific actions to prevent organizations who, either due to negligence or deliberate actions, affect the integrity of the FSC system. These include measures to 'block' such organizations from the FSC system and initiate a series of preventive and

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

	corrective measures to address the issue of false claims. In addition, there was also a need to ensure that organizations do not inadvertently enter into a business relationship with a Blocked Organization when they outsource services or want to add a new group member or a participating site. NOTE: For organizations responsible for a false claim event or for those who were not responsible (but who have passed on false claims unknowingly), the actions to address the delivery of non-conforming products are defined in Clause 1.6 of FSC-STD-40-004.
Advice	**Identifying and recording False Claims** 1.1. Upon detection of a False Claim incident, either by the CB and/or ASI, or detected by FSC/ASI (as a response to a complaint), or self-declared by the organization, 1.1.1. ***The certification body*** **shall** register the False Claim event on the FSC certificate database as a Transaction Verification (TV) finding for further investigation. This shall be done even if the False Claim incident was detected outside a Transaction Verification (TV) investigation. 1.1.2. ***The certification body*** **shall** verify that the organization has informed its downstream buyers that products with False Claims were delivered to them. ***1.1.3. The certification body shall verify the relevance and accuracy of the root cause analysis undertaken by the organization (see Clause 1.1.4 below) as a response to a False Claim incident.*** NOTE: The registration of the False Claim on the FSC database is not dependent on the final classification of the False Claim as negligent, deliberate or other. NOTE: FSC or ASI may independently or jointly identify and investigate False Claims. 1.1.4. ***The organization*** **shall** undertake a root cause analysis to determine the reason for occurrence of the False Claim and identify appropriate measures to address the root cause. 1.1.5. ***FSC and/or ASI*** **will** classify the False Claim incident, based on the root cause analysis undertaken by the organization, as either: a. Deliberate False Claim, *or* b. Negligent False Claim, *or* c. 'Other' False Claim. NOTE: For classifying the False Claim event as deliberate/negligent/other, FSC/ASI would consider the root cause analysis provided by the organization, but the classification decision does not need to be based on that analysis only. FSC/ASI may look at other sources of information also. NOTE: Clear and convincing evidence is used as a basis to determine whether a False Claim incident is classified as 'deliberate' or 'other' (neither deliberate nor negligent). In the absence of clear and convincing evidence (presented by FSC or ASI to qualify a False Claim as 'deliberate', or by the organization to qualify as 'other'), the default classification would be 'negligent'. **2. Response to False Claims** Depending on the nature and frequency of a False Claim incident, the response to a False Claim shall be as per one of the following scenarios (See Graphic 2): **2.1. Scenario 1: 'Other' False Claim incident**

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

2.1.1. ***The organization*** shall implement the requirements of FSC-STD- 40-004 pertaining to non-conforming products (*Hereafter referred toas "NCP requirements"*).

2.2. Scenario 2: Negligent False Claim incident

2.2.1. ***The organization*** shall implement the NCP requirements; and

2.2.2. ***The organization*** shall implement the corrective, preventive and remedial measures (CPR measures – as defined in the section 'Terms and Definitions' above).

2.2.3. The ***certification body*** shall review the implementation of these measures as part of the 'Corrective Action Request' issued by the certification body in response to the False Claim.

NOTE: A 'self-declared' False Claim shall be treated in the same manner as a negligent False Claim incident.

2.3. Scenario 3: Negligent False Claim events – three (3) or more within a five (5) year period

2.3.1. ***The organization*** shall implement NCP requirements **and** CPR measures. This will be a pre-condition for the Blocked Organization to reenter the FSC system post the blockage period.

2.3.2. ***FSC*** will:

a. suspend the Granted Rights held by the organization according to the FSC Trademark License Agreement or terminate the FSC Trademark License Agreement, whichever is most appropriate to protect the integrity, trust and credibility of the FSC Certification Scheme as well as customers, other participating certificate holders but also FSC International, *and*
b. block the organization from the FSC Certification Scheme for the period of three (3) to sixty (60) months (see exception under 2.3.4 below), *and*
c. inform the relevant certification body about the results and consequences of the investigation and the blocked status of the organization.

NOTE: The exact duration of the blockage is specified in FSC-PRO-10-003.

NOTE: Self-declared False Claims are exempted from scenario 3.

2.3.3. ***The certification body*** shall:

a. suspend or terminate all FSC certifications of the Blocked Organization.
b. update the FSC Certification database to indicate the Blocked Organization's certification status as 'Suspended' or 'Terminated' (Clause 1.4.7 of FSC-STD-20-001 V4.0) based on Clause 2.3.2 c); and
c. inform the Blocked Organization of its suspension/termination status as per Clause 1.4.8 of FSC-STD-20-001 V4.0.

NOTE : The five (5) year period is triggered with the first negligently made False Claim incident and the False Claim count is regardless of the regular cycle for FSC Certification.

2.3.4. The Blocked Organization can have the status "Suspended and Blocked" or "Terminated and Blocked" revoked before the end of

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

the duration of the blockage if it is confirmed that the Blocked Organization has fulfilled the following requirements:

a. **by the certification body**: implementation of NCP requirements and CPR measures; and
b. **by FSC**: payment of the compensation fee in accordance with FSC-PRO-10-003 and any other applicable conditions established by FSC to remedy the shortcomings.

2.4. Scenario 4: Deliberate False Claim incident – investigation conducted by FSC or ASI concludes that the organization deliberately made a False Claim

2.4.1. The **Blocked Organization** shall implement the NCP requirements **and** undertake the CPR measures. This will be a pre-condition for the Blocked Organization to reenter the FSC system post the blockage period.

2.4.2. ***FSC*** will:

a. suspend the Granted Rights held by the organization according to the FSC Trademark License Agreement or terminate the FSC Trademark License Agreement, whichever is most appropriate to protect the integrity, trust and credibility of the FSC Certification Scheme as well as customers, other participating certificate holders but also FSC International, *and*
b. block the organization from the FSC Certification Scheme for two consecutive and equivalent periods, each ranging in duration from three (3) to sixty (60) months (see exception under 2.4.5 below), *and*
c. inform the relevant certification body about the results of the investigation and the blocked status of the organization.

NOTE: The exact duration of the individual blockage periods is specified in FSC-PRO-10-003.

2.4.3. ***The certification body*** shall:

a. suspend or terminate all FSC certifications of the Blocked Organization.
b. update the FSC Certification database to indicate the Blocked Organization's certification status as 'Suspended and Blocked' or 'Terminated and Blocked' (Clause 1.4.7 of FSC-STD-20-001 V4.0) based on Clause 2.4.1 c); and
c. inform the Blocked Organization of its suspension/termination status as per Clause 1.4.8 of FSC-STD-20-001 V4.0.

2.4.4. ***For deliberate False Claims, FSC will not revoke the status "Suspended and Blocked" or "Terminated and Blocked" before the end of the duration of the first period of blockage.***

2.4.5. The Blocked Organization can have the status "Suspended and Blocked" or "Terminated and Blocked" revoked **after the end of the first period of blockage** and before the end of the duration of the second period of blockage if it is confirmed that the Blocked Organization has fulfilled the following requirements:

a. **by the certification body**: implementation of NCP requirements and CPR measures; and

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

b. **by FSC**: payment of the compensation fee in accordance with FSC-PRO-10-003 and any other applicable conditions established by FSC to remedy the shortcomings.

NOTE: The revocation of the blocked status for deliberate False Claims by payment of compensation fees is only applicable to the second period of blockage. This will only be possible after the organization has stayed blocked from the FSC system for the first period.

2.4.6. ***The implementation of the NCP requirements and CPR measures shall be verified by the certification body that is recertifying the Blocked Organization at the end of its blockage period.***

Consequences for Blocked Organizations

3.1. For the duration of the blockage, the relevant ***certification body*** shall suspend/terminate the organization's FSC certification. As a consequence of this, the ***Blocked Organization*** shall not trade, process, manufacture, label, store, or transport FSC material or undertake any activity as part of their certification scope.

3.2. ***Certification bodies*** shall not grant, maintain, transfer, or reinstate the certification of Blocked Organizations while they have the status "Suspended and Blocked" or "Terminated and Blocked" in the FSC Certification database.

3.3. If a Blocked Organization's status is 'Suspended and Blocked,' and the suspension period has exceeded twelve (12) months or in exceptional cases, up to eighteen (18) months (FSC-STD-20-001, Clause 4.7.5) and the Blocked Organization has not implemented the measures specified in Clause 2.3.4 a) and b) and Clause 2.4.4, the ***certification body*** shall terminate the Blocked Organization's certification and the status of the Blocked Organization shall be updated to "Terminated and Blocked".

3.4. The ***Blocked Organization*** shall fulfill all the conditions specified in this advice note, and the applicable requirements in the FSC Normative Framework, including, but not limited to FSC-PRO-10-003 and further instructions during the duration of blockage.

NOTE : If a False Claim is made by a group member or participating site, then this Advice Note applies to that specific group member or participating site and not to the Central Office. In case False Claims are made by multiple group members or participating sites, then this Advice Note applies to each individual member/site who made the False Claim. In addition, the requirements of FSC-STD-40-003 (Clause 4.2, and Annex 2 – Clause 1.2 and Clause 2) also apply.

Organizations outsourcing services or adding a new group member or participating site

3.5. In the case of outsourcing agreements, the contracting **organization** shall not outsource services related to FSC material to organizations that are listed as 'suspended and blocked' or 'terminated and blocked' on the FSC Certification Database.

3.6. **Organizations** with valid FSC certification shall verify if another organization is blocked in the FSC database and consider the Blocked Organization ineligible for any of the following activities:

i. adding a new group member to the Group COC certification *or*
ii. adding a participating site to the Multi-site COC certification.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Certification bodies adding sites or members and verifying outsourcing agreements

3.7. In the case of a Group or Multi-site COC certification, the ***certification body*** shall verify the organization's status in the FSC Certification database before adding new participating site to the Multi-site COC certification or adding a new group member to the Group COC certification.

3.8. In case of sub-contractors, the ***certification body*** shall verify the sub-contractor's status in the FSC Certification database and shall not verify any outsourcing agreement where the sub-contractor is listed as 'suspended and blocked' or 'terminated and blocked' on the FSC Certification Database.

4. Lifting the blockage

4.1. Upon receiving a request for unblocking from a Blocked Organization, ***FSC*** will evaluate the integrity and/or reputational risk posed by the organization and decide whether to unblock the organization.

NOTE : FSC reserves the right to reinstate and unblock the Blocked Organization based on its assessment of individual cases. As such, based on the integrity/reputational risk, it can also choose not to unblock an organization.

NOTE : The organization may be subject to additional monitoring measures specified by ASI/FSC as conditional to lifting the blockage. The organization would be required to fulfill these additional measures and that might result in additional ongoing expenses for unannounced audits, documents review etc.

NOTE : In the case of identified risks to the integrity of the FSC system, FSC may also require the Blocked Organization to participate in transaction verification activities or participate in the FSC wood identification programme or both.

NOTE : FSC may, at its discretion, enter into a Memorandum of Understanding (MoU) with the Blocked Organization, as a response to the False Claim. The MoU may contain specific additional conditions on a case by case basis for organizations to the blockage to be lifted. In such situations, the provisions of the MoU supersede this Advice Note, unless specified otherwise.

4.2. If ***FSC*** decides to unblock the organization, it will issue an invoice for payment of the compensation fee after fulfillment of Clause 2.3.4 a) or Clause 2.4.5 a) as applicable.

5. Contesting a blocked status and compensation fee

5.1. The **organization** which has been blocked according to Clauses 2.3.2 or 2.4.2 may submit evidence to contest the blockage decision made by FSC as specified in FSC-PRO-10-003.

6. Duty to cooperate with investigation

6.1. **Organizations** are obligated to use its commercially reasonable efforts to take all actions to assist and cooperate with FSC, ASI and/or CB in doing all things necessary or advisable to perform the investigations into False Claims. In case the organization fails to cooperate in this regard, FSC can block the organization for the period up to one hundred twenty (120) months.

7. For implementing Clause 2.2.1 (Remedial measures)

7.1 Within three (3) months of detection of the False Claim, the **organization** that produced and released non-conforming product shall purchase or

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allocate from existing stock an equivalent amount of eligible FSC input material to the corresponding product group.

NOTE: If corresponding FSC credits / percentage volumes had been allocated / deducted to the non-conforming products from the product group volume accounts and only ineligible material had been used resulting in the False Claim event, then this requirement is considered to be covered.

NOTE: In case the organization is not able to purchase an equivalent amount of FSC input material (due to lack of availability, capacity etc.), the certification body may, under exceptional circumstances, extend the period for implementing remedial measures to up to 12 months from the date of detection of the False Claim, provided the organization is able to justify the delay and has made credible and verifiable measures to start procurement of the equivalent quantity of FSC input material.

7.2. If the non-conforming products carrying False Claims cannot be recalled, de-labeled or otherwise stopped from reaching the destined final customer, the purchased or allocated FSC input material shall not be used to produce new, conforming product, but instead any FSC credits or percentage values carried by that material would be void (products made from such material shall not be sold with the FSC claim).

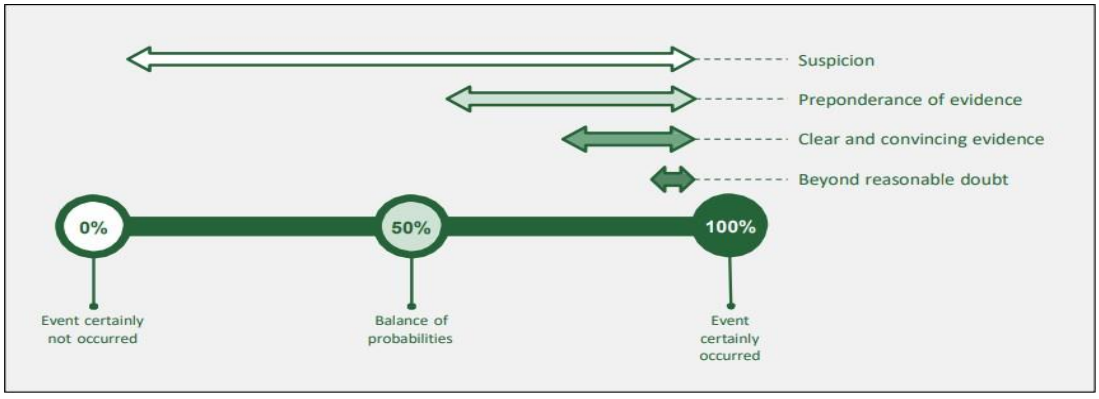
NOTE: In other cases, the organization may produce and release 'conforming product' from that FSC input.

7.3. If the **organization** cannot purchase / allocate such an amount (e.g., because there is no such material available), then it shall pay a compensation fee to FSC in accordance with FSC-PRO-10-003.

7.4. If the **organization** cannot or does not pay the compensation fee, then it will be blocked in accordance with FSC-PRO-10-003.

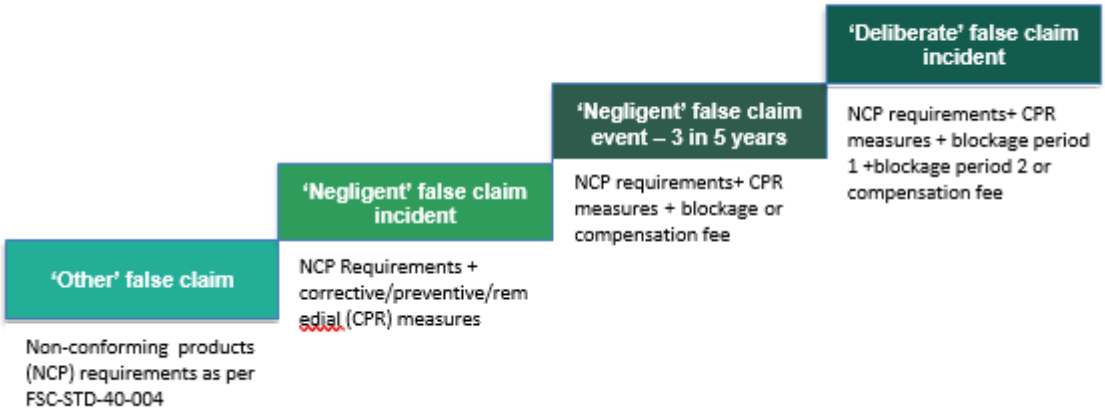
NOTE: The organization has to implement remedial measures irrespective of its blocked status. Implementation of remedial measures is independent of whether the organization is paying the compensation fee to avoid blockage.

Graphic 1. Standard of certainty on a probability scale



Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Graphic 2: Hierarchy of scenarios and applicable requirements



Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 6: FSC-PRO-10-003 **Allegato 6: FSC-PRO-10-003**

Forest Stewardship Council®





Calculating duration of Blocked Organization's status and Compensation Fee

FSC-PRO-10-003 V1-1 EN

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Procedure

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Title:	Calculating duration of Blocked Organization’s status and Compensation Fee
Document code:	FSC-PRO-10-003 V1-1 EN
Approval body:	FSC Director General
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FSC’s vision is that the world’s forests meet the social, ecological, and economic rights and needs of the present generation without compromising those of future generations.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Content

A Objective

B Scope

C Effective and validity dates

D References

E Terms and definitions

1. Impact of False Claims
2. Applicable criteria
3. Duration of Blocked Organization’s status
4. Calculation of the Compensation Fee
5. Legal successors of the Blocked Organization
6. Contesting a Blocked Organization’s status or Compensation Fee

Annex 1 FSC Template for submitting evidence to contest BlockedOrganization’s status or Compensation Fee

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

A Objective

The objective of this document is to provide the procedures for the calculation of the duration of Blocked Organization's status and for the Compensation Fee. This procedure additionally entails description of the mechanism for Blocked Organizations to contest their status or Compensation Fee in response to False Claims.

This procedure is not subject to the rules and regulations outlined in FSC-PRO-01- 001.

B Scope

This procedure shall be applied by FSC, FSC-accredited certification bodies and Blocked Organizations. All aspects of this document are normative, including the scope, standard effective date, references, terms and definitions, tables, notes and annexes, unless otherwise stated.

C Effective date

Approval date	25 October 2021
Publication date	02 November 2021
Effective date	01 January 2022
Period of validity	until replaced or withdrawn

D References

The following referenced documents are indispensable for the application of this document. For undated references, the latest edition of the referenced document(including any amendments) applies.

FSC-STD-20-001 *General requirements for FSC accredited Certification bodies*

FSC-STD-20-007 *Forest management evaluations*

FSC-STD-20-011 *Chain of Custody Evaluations*

FSC-STD-20-012 *Standard for evaluation of FSC Controlled Wood in Forest Management Enterprises*

FSC-STD-40-003 *Chain of Custody Certification of Multiple Sites*

FSC-STD-40-004 *Chain of Custody Certification*

FSC-STD-01-002 *FSC Glossary of Terms*

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

E Terms and definitions

The terms and definitions given in FSC-STD-01-002 FSC Glossary of Terms, FSC- STD-01-001 FSC Principles and Criteria for Forest Stewardship and FSC-STD-40-004Chain of Custody Certification, and the following apply:

Annual turnover: Total revenue of an organization derived from the provision of goods and services, less trade discounts, VAT, and any other taxes based on this revenue (Dictionary of Business, Oxford University Press, 1996). In the context of thecoefficient of capacity, turnover refers to all certified and uncertified forest products (e.g., sawn timber, particle boards, paper, non-timber forest products) and products containing wood or fiber components. It does not refer to other 100% non-forest products companies might produce. The annual turnover refers to the most recently completed fiscal year.

Blocked Organization: A certificate holder or a former certificate holder that is blocked from the FSC Certification Scheme in response to False Claims by:

(1) the suspension of the Granted Rights, alternatively the termination of the License Agreement for the FSC Certification Scheme, and

(2) the restriction from carrying out processes or activities that are included within thescope of their FSC certification.

Clear and convincing evidence: Evidence available to the certification body, ASI and/or FSC or to the Blocked Organization that supports a conclusion that a fact is substantially more probable to be true than not.. Clear and convincing evidence shall be supported by documents, facts, other information or records, either quantitative or qualitative, that can be verified through analysis, observation, measurement, and othermeans of research.

Compensation Fee: a monetary sanction voluntary paid by a certificate holder or former certificate holder in order to remedy a False Claim.

Deliberate: with knowledge and awareness of the consequences.

False Claim: FSC claim made on sales documents (physical or electronic) or the useof the FSC trademarks, on products and for projects that are not eligible to be claimed,labelled and/or promoted as being FSC-certified or FSC Controlled Wood. A False Claim is different from an inaccurate claim, in which a product, that is eligible to be sold as FSC certified, is sold with the wrong claim.

Granted Rights: The right to use the FSC trademarks for FSC claims, as defined in FSC-STD-40-004, for on-product labeling on FSC-certified products and for promotional use worldwide as licensed and further regulated by via the FSC Trademark License Agreement.

Negligence: Failure to exercise reasonable care.

FSC Trademark License Agreement: The License Agreement for the FSC Certification Scheme signed by the certificate holder organization permitting use of theFSC trademarks (‘licensed materials’).

Overall annual turnover: Total revenue of an organization derived from the provisionof goods and services, less trade discounts, VAT, and any other taxes based on this revenue (Dictionary of Business, Oxford University Press, 1996). The overall annual turnover refers to the most recently completed fiscal year and is not limited to forest products only.

Parties to the process: the organization, and all parties considered relevant by the FSC, the FSC Board of Directors, ASI and CBs.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

1. Impact of False Claims

1.1. A False Claim causes severe damages to the credibility and reputation of the FSC certification system as well as to certificate holders that are in full compliance with the requirements for FSC certification. A False Claim also hasfurther negative impacts, it damages the credibility and reputation of the FSCtrademarks and misleads customers and consumers.

2. Applicable criteria

2.1. The duration of Blocked Organization's status and the Compensation Fee aredetermined by FSC in accordance with the seriousness (Clause 3.4) and the duration (Clause 3.5) of the specific False Claim as well as with the economiccapacity (Clause 3.6) of the Blocked Organization based on the annualturnover. Each of the aforementioned criteria is further scaled to reflect the seriousness and duration of each specific False Claim. This calculation is usedto ensure that the duration of Blocked Organization's status and Compensation Fee is reasonable and to ensure fair and equal treatment to Blocked Organizations who made False Claims.

3. Duration of Blocked Organization's status

3.1. The duration of Blocked Organization's status is linked to the amount of the Compensation Fee.

3.2. The Blocked Organization who made a False Claim shall be blocked for the period specified in the following table:

Duration of Blocked Organization's status in months	When Compensation Fee in USD would correspond to:
3	Below or equal to 900.00
6	Between 900.01 - 1,800.00
9	Between 1,800.01 - 3,600.00
12	Between 3,600.01 - 7,200.00
15	Between 7,201.01 - 14,400.00
18	Between 14,401.01 - 28,800.00
24	Between 28,801.01 - 59,600.00
30	Between 59,601.01 - 119,200.00
36	Between 119,201.01 - 238,400.00
48	Between 238,400.01 – 476,800.00
60	Equal or above 476,800.01

4. Calculation of the Compensation Fee

4.1. A standard flat rate for calculating the Compensation Fee is set at USD 60[1].

4.2. The Compensation Fee is calculated as follows:

[1] Subject to adjustment for future inflations according to the annual reports of the European Central Bank.

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Compensation fee = (Flat rate x Cs x Cd) x Cc

- Cs = coefficient of seriousness as calculated per Clause 4.4
- Cd = coefficient of duration as calculated per Clause 4.5
- Cc = coefficient of capacity determined by the Blocked Organization's annual turnover as calculated per Clause 4.6

4.3. The Compensation Fee shall not exceed ten percent (10%) of the Blocked Organization's *overall annual turnover* and the maximum Compensation Fee shall not be more than 10 Million USD in any case.

Basis for calculation

4.4. Coefficient of seriousness

Market value of products affected by False Claims (USD)	**Coefficient of seriousness**
Less than 2,500	1
2,500 - 5,000	2
5,001 - 12,500	3
12,501 - 25,000	4
25,001 - 50,000	5
50,001 - 100,000	6
100,001 - 300,000	7
300,001 - 500,000	8
500,001 - 700,000	9
700,001 - 1 Million	10
Any additional million	10+ (millions)

Examples for the 10+ category:

- a market value equal or above USD 2 million and less than USD 3 million corresponds toa coefficient of seriousness of 12 (= 10+2).
- a market value equal or above USD 15 million and less than USD 16 million correspondsto a coefficient of seriousness of 25 (= 10+15).

NOTE: The exchange rate used for the calculation of the market value is the rate published by the German Federal Bank of the date of the False Claim.

4.5. Coefficient of duration

4.5.1. The coefficient of duration is equal to the number of months in which the False Claim was made.

Examples:

- False Claim was made for 2 weeks corresponds to a coefficient of duration of 1.
- False Claim was made for 6 weeks corresponds to a coefficient of duration of 2.
- False Claim was made for 11 months and 1 week corresponds to a coefficient of durationof 12.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

4.6. Coefficient of capacity

Coefficient of capacity	Turnover of the organization for forest products (in USD)[2] from	to	Coefficient of capacity to	Turnover of the organization for forest products (in USD) from	to
11	0	30,000	**71**	72,900,001	87,480,000
12	30,001	60,000	**72**	87,480,001	102,060,000
13	60,001	90,000	**73**	102,060,001	116,640,000
14	90,001	120,000	**74**	116,640,001	131,220,000
15	120,001	150,000	**75**	131,220,001	145,800,000
16	150,001	180,000	**76**	145,800,001	160,380,000
17	180,001	210,000	**77**	160,380,001	174,960,000
18	210,001	240,000	**78**	174,960,001	189,540,000
19	240,001	270,000	**79**	189,540,001	204,120,000
20	**270,001**	**300,000**	**80**	**204,120,001**	**218,700,000**
21	300,001	360,000	**81**	218,700,001	262,440,000
22	360,001	420,000	**82**	262,440,001	306,180,000
23	420,001	480,000	**83**	306,180,001	349,920,000
24	480,001	540,000	**84**	349,920,001	393,660,000
25	540,001	600,000	**85**	393,660,001	437,400,000
26	600,001	660,000	**86**	437,400,001	481,140,000
27	660,001	720,000	**87**	481,140,001	524,880,000
28	720,001	780,000	**88**	524,880,001	568,620,000
29	780,001	840,000	**89**	568,620,001	612,360,000
30	**840,001**	**900,000**	**90**	**612,360,001**	**656,100,000**
31	900,001	1,080,000	**91**	656,100,001	787,320,000
32	1,080,001	1,260,000	**92**	787,320,001	918,540,000
33	1,260,001	1,440,000	**93**	918,540,001	1,049,760,000
34	1,440,001	1,620,000	**94**	1,049,760,001	1,180,980,000

[2] Refers to the definition of “annual turnover” in this document.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Coefficient of capacity	Turnover of the organization for forest products (in USD)[2] from	to	Coefficient of capacity to	Turnover of the organization for forest products (in USD) from	to
35	1,620,001	1,800,000	**95**	1,180,980,001	1,312,200,000
36	1,800,001	1,980,000	**96**	1,312,200,001	1,443,420,000
37	1,980,001	2,160,000	**97**	1,443,420,001	1,574,640,000
38	2,160,001	2,340,000	**98**	1,574,640,001	1,705,860,000
39	2,340,001	2,520,000	**99**	1,705,860,001	1,837,080,000
40	**2,520,001**	**2,700,000**	**100**	**1,837,080,001**	**1,968,300,000**
41	2,700,001	3,240,000	**101**	1,968,300,001	2,361,960,000
42	3,240,001	3,780,000	**102**	2,361,960,001	2,755,620,000
43	3,780,001	4,320,000	**103**	2,755,620,001	3,149,280,000
44	4,320,001	4,860,000	**104**	3,149,280,001	3,542,940,000
45	4,860,001	5,400,000	**105**	3,542,940,001	3,936,600,000
46	5,400,001	5,940,000	**106**	3,936,600,001	4,330,260,000
47	5,940,001	6,480,000	**107**	4,330,260,001	4,723,920,000
48	6,480,001	7,020,000	**108**	4,723,920,001	5,117,580,000
49	7,020,001	7,560,000	**109**	5,117,580,001	5,511,240,000
50	**7,560,001**	**8,100,000**	**110**	**5,511,240,001**	**5,904,900,000**
51	8,100,001	9,720,000	**111**	5,904,900,001	7,085,880,000
52	9,720,001	11,340,000	**112**	7,085,880,001	8,266,860,000
53	11,340,001	12,960,000	**113**	8,266,860,001	9,447,840,000
54	12,960,001	14,580,000	**114**	9,447,840,001	10,628,820,000
55	14,580,001	16,200,000	**115**	10,628,820,001	11,809,800,000
56	16,200,001	17,820,000	**116**	11,809,800,001	12,990,780,000
57	17,820,001	19,440,000	**117**	12,990,780,001	14,171,760,000
58	19,440,001	21,060,000	**118**	14,171,760,001	15,352,740,000
59	21,060,001	22,680,000	**119**	15,352,740,001	16,533,720,000
60	**22,680,001**	**24,300,000**	**120**	**16,533,720,001**	**17,714,700,000**
61	24,300,001	29,160,000	**121**	17,714,700,001	21,257,640,000

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Coefficient of capacity	Turnover of the organization for forest products (in USD)[2] from	to	Coefficient of capacity to	Turnover of the organization for forest products (in USD) from	to
62	29,160,001	34,020,000	**122**	21,257,640,001	24,800,580,000
63	34,020,001	38,880,000	**123**	24,800,580,001	28,343,520,000
64	38,880,001	43,740,000	**124**	28,343,520,001	31,886,460,000
65	43,740,001	48,600,000	**125**	31,886,460,001	35,429,400,000
66	48,600,001	53,460,000	**126**	35,429,400,001	38,972,340,000
67	53,460,001	58,320,000	**127**	38,972,340,001	42,515,280,000
68	58,320,001	63,180,000	**128**	42,515,280,001	46,058,220,000
69	63,180,001	68,040,000	**129**	46,058,220,001	49,601,160,000
70	**68,040,001**	**72,900,000**	**130**	**49,601,160,001**	**53,144,100,000**

4.7. If actual figures are not available to FSC to calculate the coefficients due to limited access to the Blocked Organization's transaction records and information, and the Blocked Organization is not cooperating with FSC, FSC will use the best available information to calculate the Compensation Fee.

4.8. The Compensation Fee may be reduced by FSC in proportion to the time the Blocked Organization already served its blocked status.

5. Legal successors of the Blocked Organization

5.1. To prevent the Blocked Organization from circumventing its status, FSC will take the following measures:

5.1.1. If the Blocked Organization that was responsible for the False Claim has meanwhile been dissolved, but another organization acts as its legal successor, then this legal successor shall be held liable to continue the Blocked Organization's status or to pay the Compensation Fee.

5.1.2. If an individual(s) responsible for the False Claims within the personnel or shareholder of the Blocked Organization, establishes a new organization which applies for FSC certification to avoid the Blocked Organization's status or the payment of the Compensation Fee, FSC reserves the right to prohibit the new company from entering into the FSC Certification Scheme. This would also apply to an organization which is already in the FSC Certification Scheme if it is controlled by an individual(s) responsible for the False Claims.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Calculation examples of the Compensation Fee

Example 1: Certificate holder “Arana” with annual turnover of 4,000,000 USD made False Claims on products of a value of 600,000 USD during the period of 12 months.

Compensation fee = (Flat rate x Cs x Cd) x Cc = (60 x 9 x 12) x 43 = 278,640 USD, or a duration of the Blocked Organization’s status for 48 months.

Example 2: Certificate holder “Dovis” with annual turnover of 320,000 USD made False Claims on products of a value of 30,000 USD during the period of 9 months.

Compensation fee = (Flat rate x Cs x Cd) x Cc = (60 x 5 x 9) x 21 = 56,700 USD, or a duration of the Blocked Organization’s status for 24 months.

Example 3: Certificate holder “Luvera” with annual turnover of 90,000 USD made False Claims on products of a value of 30,000 USD during the period of 3 months.

Compensation fee = (Flat rate x Cs x Cd) x Cc = (60 x 5 x 3) x 13 = 11,700 USD, **or a duration of the Blocked Organization’s status for 15 months**

6. Contesting the Blocked Organization’s status and the Compensation Fee

6.1. The Blocked Organization may submit evidence within four (4) calendar weeksafter they have been informed of the decision taken by FSC in order to contestthe Blocked Organization’s status and the Compensation Fee.
6.2. All incoming and outgoing correspondence, including the final decisions and follow-up actions, will be filed in electronic format and/or hard copy, and maintained by FSC for a period of (10) years after the last activity.
6.3. Parties to the process should refrain from commenting publicly on the review until FSC informs all parties to the process about the outcome of the submission.

Submitting evidence to contest a Blocked Organization’s status or Compensation Fee

6.4. The Blocked Organization shall submit evidence by sending a submission to fscintegrity@fsc.org.
6.5. The submission shall conform with all of the following requirements:

a. contain the name and contact information of the Blocked Organization;
b. be written in one of the official FSC languages (English or Spanish);
c. specify the events and issues regarding the False Claim;
d. contain evidence contesting the False Claim;
e. have supporting documents.

6.6. Submissions not meeting the requirements listed in Clause 6.4.2 will not be processed.

NOTE: The Blocked Organization may use the FSC template (Annex 1) for submitting evidence to contest the Blocked Organization’s status and the Compensation Fee.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

NOTE: Documents submitted in other languages than the official FSC languages shall be translated by the Blocked Organization who provides the material.

6.7. The Blocked Organization may withdraw the submission at any point in timeof the process, at their sole discretion.

6.8. The lack of cooperation by the Blocked Organization may be considered asgrounds to discontinue the review.

Processing and evaluating the submitted evidence

6.9. The FSC Supply Chain Integrity Team (fscintegrity@fsc.org) and ASI are responsible for reviewing the evidence submitted according to the following process:

a) acknowledge receipt of the submission within ten (10) working days of receipt of the evidence; and
b) review evidence related to the Blocked Organization and the FalseClaim; and
c) keep a record of the conversations, including date, time and asummary of issues.

Final decision making by FSC

6.10. FSC makes a decision based on the information provided by the Blocked Organization and the review conducted by the FSC System Integrity Team and ASI.

6.11. FSC will communicate the outcome of the decision to the blocked organization and their certification body and all other certification bodies within thirty (30) calendar days.

Rejecting the submission

6.12. If the submitted evidence does not support lifting the blocked status and of the Compensation Fee, then the submission is rejected. The notification of the rejection shall include an explanation of why the evidence did not supportthe lifting of the Blocked Organization's status or of the Compensation Fee.

6.13. The status of the Blocked Organization will remain unchanged until the conditions specified in the Advice Note (ADVICE-40-004-18 *Addressing False Claims*), the Procedure FSC-PRO-10-003 or/and the FSC Normative Framework are met.

Reversing the blockage decision based on the submission

6.14. If the submitted evidence supports the lifting of the Blocked Organization's status and removal of the Compensation Fee, then FSC can:

a) inform the certification body of the outcome of the process, and
b) lift the suspension of the Granted Rights.

6.15. Upon this decision the status "Blocked" will be changed in the FSC databaseto 'Valid' without undue delay.

7. Appeals

7.1. Decisions made by FSC after the submissions process cannot be appealed.

7.2. The Procedure FSC-PRO-01-005 (Processing Appeals) does not apply to FSC decisions made in response to the submission process.

Docusign Envelope ID: 094331C4-FF31-8022-80CF-84D4FA3E719E

Annex 1 FSC Template for submitting evidence to contest BlockedOrganization's status or Compensation Fee

Information of the individual(s) or organization(s):

Name of individual or organization	
Contact person (for organizations)	
Postal address: • Street + number • City • Area code • Country	
Phone number	
Email address	
Website	
FSC member (if yes: international/ national, chamber, North/South)	
Date of submission	
Signature of legal representative	

Information and evidence to be submitted to FSC:

Issue	**Information to support the False Claim was not deliberate nor negligent**
Description of the issues and events that lead to the False Claim.	Evidence to support the False Claim was not deliberate nor negligent. Please provide an overview, a description and attach supporting documents.

Verbal forms for the expression of provisions

[Adapted from *ISO/IEC Directives Part 2: Rules for the structure and drafting of International Standards*]

"*shall*": indicates requirements strictly to be followed in order to conform with the standard.

"*should*": indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain courseof action is preferred but not necessarily required.

"*may*": indicates a course of action permissible within the limits of the document.

"*can*": is used for statements of possibility and capability, whether material, physicalor