

BM CERTIFICATION TERMS AND CONDITIONS

Description of the product certification process for CE marking of Construction products, A-Mark, Heat Treatment of wood packaging material and ENplus® certification schemes

1. General

- 1.1. BM Certification offers certification services for various standards of products in order for potential and existing Clients to be able to demonstrate conformity of products to customers and end-users.

2. Scope of Contract

- 2.1. This document, together with the application for quote (when accepted and signed by the Client) are part of the Commercial Contract and shall form the terms and conditions of Contract between the parties ("**the Contract**").
- 2.2. This document describes the rights, responsibilities and duties of BM Certification, and the business or organization, as identified in the Contract (the "**Client**"), whose System(s) ("**System**") shall mean the organizational structure, responsibilities, activities, resources, and procedures implemented to ensure the Client's capability to meet the requirements of the applicable standard(s) (the "**Standard**") for the following certification schemes and activities:
 - a. CE marked Construction Products;
 - b. A-Mark certification scheme;
 - c. Heat Treatment of wood packaging material;
 - d. ENplus® wood pellets certification scheme;
 - e. other accredited certification schemes.
- 2.3. The System has been or is to be certified ("Certified" shall mean that a System is in operation and subject to a valid certificate of conformity (the "Certificate")) by BM Certification to the applicable Standard.
- 2.4. The Certificate awarded by BM Certification covers only those services or products manufactured and/or supplied strictly within the scope of the Client's System as Certified by BM Certification.
- 2.5. The Client remains solely liable for any defect in its products, services or System discovered during compliance audits.
- 2.6. Client undertakes to adhere to generally accepted business ethics and moral standards, fair commercial practices, and the principles of a diligent and careful manager in their daily operations. This includes, among other things, timely payment of taxes, fees, and settlements with their business partners; and avoiding actions that could harm their own or their business partner's reputation.

3. IP Rights and Licenses

- 3.1. The BM Certification intellectual property rights, titles and interests in all service mark(s), trademark(s), certification mark(s), other names or logos, copyright works and inventions remain the property of BM Certification and cannot be sold or licensed by the Client.
- 3.2. BM Certification shall award a licence to the Client to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available on the BM

Certification web site (www.bmcertification.com) or on request.

- 3.3. BM Certification will audit the use of logos and/or marks. BM Certification reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates and audit documentation at any time in the event of noncompliance with the Terms of Use or should the Contract be terminated, for whatever reason.
- 3.4. Intellectual property rights, titles and interests in all service mark(s), trademark(s), other names or logos and copyright works belonging to organisations which formally approve BM Certification to offer Services or organisations working on their behalf (the "Accreditation Body(ies)") shall remain the property of the respective organisations.
- 3.5. Use of the service mark(s), trademark(s), other names or logos and copyright works described in Clause 3.4 are governed by Standards and rules which are available from the Accreditation Body or BM Certification.
- 3.6. Client is responsible for acquiring relevant standards and other applicable documents.
- 3.7. All claims and uses of the Accreditation Body's service mark(s), trademark(s), other names or logos and copyright works must be in compliance with the requirements of the relevant Standards and rules.
- 3.8. The Client acknowledges the title of the Accreditation Body's intellectual property rights and that the Accreditation Body shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the Client to use or cause to be used any of the intellectual property rights.
- 3.9. BM Certification reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark and intellectual property rights of the Accreditation Body.
- 3.10. The Client complies with the requirements of the certification body or as specified by the certification scheme in making reference to its product certification in communication media such as documents, brochures or advertising.

4. Obligations of BM Certification

- 4.1. BM Certification will appoint competent qualified auditors to conduct audits and assessments of the Client's System in accordance with the Accreditation Body's rules and procedures and BM Certification's management system requirements.
- 4.2. BM Certification will ensure that audit and assessment services are delivered at a frequency determined by BM Certification or Standards in order for BM Certification to maintain confidence in the ongoing efficiency of the System.
- 4.3. Following the assessment of the application / request for quote and conclusion of the Contract, BM Certification will implement the audit procedure in accordance with the Standard and internal procedures and both parties shall agree upon the planned days, dates, venue of audits and the audit team not later than 2 weeks before the initiation of the audit procedure.
- 4.4. BM Certification will issue audit report and non-conformance reports, if appropriate, after each audit activity. Audit report with corresponding audit documents is supplied to BM Certification Ltd technical reviewers / certification manager for review and certification decision making.
- 4.5. BM Certification will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of BM Certification.
- 4.6. In accordance with the requirements of the applicable certification scheme, BM Certification may be required to notify relevant interested parties of its certification decision, whether positive or negative.

- 4.7. BM Certification shall inform the Client of applicable changes to certification requirements, specify the implementation timeframe, verify implementation, and take certification actions where required

5. Obligations of the Client

- 5.1. The Client agrees to comply with all conditions set by BM Certification for the issuance of the certificate and is aware of BM Certification's right to review the certification requirements during the validity of the certificate.
- 5.2. The Client agrees that BM Certification may outsource its obligations under the Agreement.
- 5.3. The Client shall ensure that its System complies with the current version of the rules, regulations and Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites.
- 5.4. The Client agrees to undergo regular surveillance and audit as determined by BM Certification and shall provide BM Certification with reasonable cooperation and assistance necessary for the certification process. The Client shall grant BM Certification access to all premises, documentation records, information, relevant personnel, processes, activities, sites, and subcontractors within the scope of certification, as reasonably required to verify continued conformity.
- 5.5. Where permitted by the applicable certification scheme, BM Certification may conduct certification activities using Information and Communication Technologies (ICT), including remote assessment techniques. The Client shall provide the necessary access, technology, documentation, and cooperation to enable such activities.
- 5.6. Where certification activities are conducted remotely, the Client shall ensure that relevant personnel are available for remote interviews, video assessments, and other communication methods requested by BM Certification.
- 5.7. Where the applicable certification scheme permits remote assessment only in Extraordinary Circumstances¹, and BM Certification determines that on-site activities cannot be performed, the Client shall cooperate with the alternative assessment arrangements determined by BM Certification. Where sampling forms part of the assessment, the Client shall carry out sampling in accordance with BM Certification's instructions, including video-monitored sampling where required, and shall provide counter-samples to support audit testin.
- 5.8. The Client agrees that:
- a. BM Certification has the right to conduct unannounced, short-notice or additional assessments where required by the applicable certification scheme, following complaints, suspected misuse of certification, significant changes, or other circumstances affecting confidence in continued conformity.
 - b. The Client acknowledges that, in extraordinary circumstances, BM Certification may adjust the surveillance programme, including postponing scheduled audits, rescheduling visits, or conducting additional verification activities necessary to maintain certification.
 - c. Additional surveillance visits, as deemed necessary by BM Certification, will be charged at BM Certification's rates current at the time of supply of such services and as stipulated in the Commercial Contract.

¹ A situation caused by acts, events, or circumstances beyond the control of the parties that disrupts the operations of the manufacturer and/or the notified body — such as natural disasters, pandemics, or armed conflict. Only situations officially recognised by Member States (e.g., declared health emergencies, official travel restrictions, or martial law) qualify as extraordinary situations

- d. BM Certification maintains a public database of certified clients.
 - e. Where the applicable certification scheme requires testing to be conducted by the certification body as part of the assessment process, BM Certification may utilize external evaluation resources as appropriate.
- 5.9. The Client acknowledges that certification activities shall be conducted in accordance with the applicable certification scheme. The minimum surveillance frequency and certification cycle are summarized in Table 1.

Table 1 "Certification, surveillance and recertification requirements"

Certification scheme	Surveillance frequency	Certification cycle
1) CE marked Construction Products:		
- EN 14081 (VSG) - EN 14250 - EN 14915 - EN 14342 - EN 14351-1 - EN 13964 - EN 13830 - EN 16034 - EAD 130031-00-0304	Annually	- Initial audit - 2 surveillance audits
- EN 14081 (MSG) - EN 13986 - EN 14080 - EN 14374 - EN 15497 - EAD 340308-00-0203 - EAD 130005-00-0304	Every 6 months	- Initial audit - 5 surveillance audits - Recertification every 3 years
- EN 1090-1 - EN ISO 3834	Annually	- Initial audit - 2 surveillance audits - Recertification every 3 years
2) A-MARK certification scheme:		
- Technical specifications requiring annual surveillance	Annually	- Initial audit - 2 surveillance audits - Recertification every 3 years
- Technical specifications requiring semi-annual surveillance	Every 6 months	- Initial audit - 5 surveillance audits - Recertification every 3 years
3) Heat Treatment of wood packaging material (ISPM 15)	Annually	- Initial audit - 2 surveillance audits - Recertification every 3 years
4) ENplus® wood pellets certification scheme	- Annual surveillance - Additional annual unannounced sampling and testing (where required)	- Initial audit - 2 surveillance audits - 3 unannounced samplings and testings (where required) - Recertification every 3 years

- 5.10. The Client recognizes that BM Certification reserves the right to limit the certification validity period to one (1) year based on the results of a documented risk assessment. Elevated risks may include repeated payment issues, breaches of contractual obligations, or other relevant risk factors. In such cases, certification activities shall be conducted at a frequency determined in accordance with the applicable certification scheme.
- 5.11. The Client shall inform BM Certification promptly of any significant changes to its product(s), services, resources, management, System or any other circumstances, which may materially impact the continued validity of its certification, for example but without limitation: legal status, change of site, change of process, change of ownership, change of scope, critical suppliers, subcontracted activities. In such circumstances the Client shall agree to perform an extraordinary audit, the costs of which have been stipulated in the Commercial Contract, and pay any applicable additional fees and expenses deemed necessary for BM Certification to assess the impact and maintain confidence in the System.
- 5.12. Following the end of extraordinary circumstances and resumption of normal production, the Client shall cooperate with any additional checks, inspections, or assessments required by BM Certification to confirm continued constancy of performance.
- 5.13. The Client shall allow the Accreditation Body, scheme management (e.g. ENplus® scheme management) or its representative, access to any part of the certification / recertification or surveillance process and to conduct witness assessment, compliance assessment, unannounced assessment, or any other special short notice assessment for the purposes of witnessing BM Certification audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right to access to the certificate holders' premises, as well as documents and records, including confidential information. The Client will not have the right within this Contract to refuse such a request either by the Accreditation Body, its representative or BM Certification.
- 5.14. The client must present the product for inspection at least once per certification cycle. For A-MARK scheme certification in accordance with BS 5534, the client must present the product for inspection annually. Failure to comply may result in a non-conformity, which will require an additional follow-up audit, at the client's expense, to be closed. If the follow up audit is not conducted, and the non-conformity is not closed within three months, the certificate will be suspended.
- 5.15. The Client agrees that information relating to its certification and scope of certification made publicly available at BM Certification's website www.bmcertification.com.
- 5.16. The Client agrees to make claims regarding the certification consistent with the scope of the certification.
- 5.17. The Client shall announce to BM Certification any activity which may create a conflict of interest in relation to its Certified product / system.
- 5.18. Where necessary the Client shall also enter into and maintain a valid License Agreement for the use of the certification mark on its certified product. The Client shall affix the CE mark on its products in compliance with the Standard after having coordinated with the Certification Body.
- 5.19. The Client shall cooperate with BM Certification and provide the audit team with the required documentation (if necessary to a specific stage of the certification procedure) for assessment purposes, not later than 1 week prior to the initiation of

the audit procedure.

- 5.20. If the Client should submit the Certification documents and copies thereof to third parties, they must be provided with all details of the certification scheme.
- 5.21. The Client shall register and keep record of all complaints received regarding the conformity of the requirements of the certification and shall perform analysis of such complaints, maintaining the records thereof. The Complaint register and records are available on request for review to BM Certification. The Client shall:
 - a. take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the certification requirements,
 - b. document the actions taken;
- 5.22. The Client does not use its product certification in such a manner that can bring certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider unauthorized or misleading.
- 5.23. If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- 5.24. The Client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of BM Certification Notified Body number 2358, marks of conformity and on information related to the product.

6. Suspension or withdrawal of certification

- 6.1. BM Certification must suspend the Client's certification if:
 - a. The Client continuously and consistently fails to maintain conformity with the applicable certification requirements.
 - b. The client fails to permit, delays, obstructs, or refuses the conduct of a required surveillance audit within the specified frequency.
 - c. The Client fails to comply with the financial obligations of the Contract.
 - d. During the audit procedure more than 8 non-conformities have been raised by auditor. In ENplus® - 5 or more Major non-conformities have been raised.
 - e. The Client has not dealt with the non-conformities within the specified deadline.
 - f. The Client has failed to comply with the requirements of the use of trademarks of BM Certification / Accreditation Body or CE marking (logo) requirements in conformity with the Standard.
 - g. Where the use of ENplus® trademarks (ENplus® ST 1003) is suspended in conjunction with the company's ENplus® trademark license, the ENplus® certification body shall immediately suspend the certification.
- 6.2. Certification may be reinstated once BM Certification has verified that the issues that resulted in the suspension have been satisfactorily resolved.
- 6.3. BM Certification must withdraw the Client's certification, if:
 - a. The certified Client fails to permit, delays, obstructs, or refuses the conduct of a required recertification audits within the specified frequency.
 - b. The Client arbitrarily cancels the certification procedure, notifying BM Certification in writing.
 - c. The reason for the suspension is not addressed within the suspension timeframe.
 - d. Where the use of ENplus® trademarks (ENplus® ST 1003) is terminated in conjunction with the company's ENplus® trademark license, the ENplus® certification body shall immediately withdraw the certification.

- 6.4. BM Certification may reduce the scope of certification where the Client no longer complies with the requirements for part of the certified scope, requests its removal, or where such reduction is required by the applicable certification scheme or legal requirements.
- 6.5. Where it considers it appropriate, BM Certification may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take a corrective action, within such timescales as BM Certification may reasonably specify, before the suspension or withdrawal takes effect.
- 6.6. If BM Certification's accreditation has stopped due to any circumstances or BM Certification has inability to continue to supply certification accredited by the respective Accreditation Body, BM Certification will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended *ipso facto* within six (6) months after the date of withdrawal.
- 6.7. On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with BM Certification, CE, ENplus® and the Accreditation Body, and shall cease placing on the market products bearing certification claims, certification marks or other indications of certification unless otherwise permitted by the applicable legislation or certification scheme. The Client shall also cease making any claims implying conformity with the certification requirements.
- 6.8. The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by BM Certification) of the withdrawal or suspension taking effect and maintain records of that advice.
- 6.9. The Client shall, as requested by BM Certification, either destroy all electronic and hardcopy Certificates relating to the certification and remove all claims, service mark(s), trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect or return all such certification to BM Certification. The Client shall also cooperate with BM Certification and its Accreditation Bodies to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its directors.

7. Appeals and Complaints

- 7.1. Clients wishing to complain or appeal about the assessment process including decision making of BM Certification shall do so in accordance with the BM Certification Complaints and Appeals Processes which are available on request.

8. Materiality (Basis of opinion)

- 8.1. BM Certification conducts its audit activity through a sampling process to determine if the System meets the Standard(s).
- 8.2. Any statement of conformity issued by BM Certification in the form of reports, Certificates or other communications is based on these sampling processes.
- 8.3. BM Certification does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard.

- 8.4. BM Certification accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

9. Confidentiality

- 9.1. Except as may be required by law or required by the Accreditation Body, BM Certification, its related Group Offices, and the Client will treat as strictly confidential any information which comes into their possession, or the possession of their employees, agents, or others by virtue of the Contract. They will not disclose such information to any third party without the prior written consent of the other party. This clause shall not extend to information which:
- a. was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract,
 - b. was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause), or
 - c. is required to be disclosed by law.
- 9.2. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

10. Assignment

- 10.1. Neither party shall assign the Contract or any of its rights and obligations hereunder whether in whole or in part without a prior written consent of the other.

11. Additional

- 11.1. This document is an addendum to the Commercial Contract.

12. Change hystory

Version	Summary of changes	Effective date
V6	- Document ID revised to align with updated document ownership. Requirements regarding Chain of Custody and Forest Management are removed from this document. - Clause 5.4 amended to provide clarification regarding client obligation to provide access to subcontractors within certification scope. - Clause 5.14 amended to specify scheme-specific requirement for annual product inspection under A-MARK certification in accordance with BS 5534. - Clause 5.10 added – right to limit certificate validity period based on documented risk assessment. - Clauses 5.5-5.7 clarify remote assessment and access provisions.	01.09.2026