BM Certification Terms and Conditions
Forest management and Supply Chain certification

1. General

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

2. Scope of Contract

2.1. This document is the part of the Commercial Contract ("the Contract").

2.2. This document describes the rights, responsibilities and duties of BM Certification, and Organisation, as identified in the Contract (the "Client"), whose System(s) ("System") shall mean the:

a. PEFC Forest management; forest contractor scheme,
b. PEFC Chain of Custody, PEFC EUDR and PEFC RED,
c. RSPO Supply Chain,
d. ISCC Supply Chain,
e. SURE-EU Supply Chain,
f. Green Gold Label Supply Chain,
g. KZR INiG Supply Chain

or other Accredited scheme, the organisational structure, responsibilities, activities, resources, events that together provide organised procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) (the "Standard")) has been or is to be Certified ("Certified" shall mean a System is in operation and subject to a valid certificate of conformance ("Certificate")) by BM Certification to the Standard.

2.3. 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.

2.4. The Client remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify BM Certification from any claim, liability and all defect, loss, cost, expense arising out of or in connection with the said products, services or System.

2.5. 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 Licences

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 mask(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 follow 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 referring to its 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 Systems in accordance with the Accreditation Body's rules and procedures and BM Certification's management system requirements.

4.2. For PEFC forest and forest contractor certification BM Certification conducts stakeholder consultation 30 days prior each year PEFC forest contractor audit and 14 days before forest certification or recertification audit.

4.3. BM Certification will ensure that audit and assessment services are delivered at a frequency determined by BM Certification or Standards for BM Certification to maintain confidence in the ongoing efficiency of the System.

4.4. 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.

4.5. 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 for review and certification decision making.

4.6. BM Certification will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of BM Certification.

4.7. 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. On request, BM Certification shall provide information to the European Commission, EU Member States, PEFC Council, or PEFC authorised bodies, ISCC, SURE as needed to fulfil their RED related tasks as per RED Directive.

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 of the Accreditation Bodies, standardization institutions, or from BM Certification.

5.4. The Client agrees to undergo regular surveillance and audit as determined by BM Certification and must provide BM Certification with reasonable cooperation and assistance and allow BM Certification access to all premises, documentation and information deemed necessary by BM Certification to verify the maintenance of the System including access to relevant personnel, processes, activities, sites and subcontractors involved in activities covered by the certification scope.

5.5. For PEFC forest contractor audits Client shall submit annually updated information about customers serviced within last 12 month period.

5.6. The Client agrees that:

a. BM Certification has the right to undertake unannounced surveillance or short notice surveillance evaluations.
b. Additional surveillance visits, as deemed necessary by BM Certification, will calculate the fee at BM Certification's rates current at the time of supply of such services and as stipulated in the Commercial Contract.
c. BM Certification maintains a public database of certified clients.
d. Audit report public part of Forest management and forest contractor certification will be made publicly available at BM Certification's website.

5.7. The Client recognises that:

a. Certificate will only be granted once non-compliances are corrected and closed as it is required by Standard(s).

b. For PEFC forest contractor audits corrective action plans shall be prepared by the client for minor non-conformities.

c. PEFC FM, forest contractor and COC surveillance audits will be conducted not less than once a year, a total of 1 certification audit and 4 surveillance audits will be conducted within the duration of the certification cycle; recertification audits will be conducted every 5 years.

d. ISCC certificate is valid for 1 year. All nonconformities must be closed within 40 days. Before initial certification, the client must register on the ISCC website and provide the registration number during the audit. The ISCC Terms of Use must be signed annually.

The client must submit GHG emission calculations and/or a list of warehouses or farms at least 21 days before the audit.

e. SURE-EU certificate is valid for 1 year. The client must register in the SURE system, obtain a participant ID, and provide it to BM Certification for the Legal Binding Declaration. The audit may be performed only after the client is linked to BM Certification on the SURE database.

For initial certification, Major nonconformities must be corrected within 40 days and Critical nonconformities within 30 days after the audit closing meeting.
Surveillance audits apply only to certificates covering "Producer of waste and residues" or "Group manager of producers of waste and residues". Their frequency is based on risk assessment: no surveillance audit for low risk, one audit after 6 months for medium risk, and audits after 3 and 6 months for high risk.

Before the audit, the client must submit GHG emission calculations, a list of operating sites, and mass balance sheets. For group certification, the list of biomass producers and an overview of submitted self-declarations must also be provided.

f. RSPO SCC certificate is valid for 5 years. Surveillance audits will be conducted not less than once a year, a total of 1 certification audit and 4 surveillance audits will be conducted within the duration of the certification cycle; recertification audits will be conducted every 5 years.

The number of audit visits to certified sites and the certification scope are defined in the initial agreement. The certification scope covers the activities, products and sites to which RSPO SCC requirements apply.

Changes to the number of audit visits and the approximate duration of each visit are agreed during audit planning and confirmed by the client by accepting to proceed with the audit. Changes to the certification scope are agreed during the opening meeting of each audit.

Additional visits to outsourcers or rented sites may be requested, if deemed necessary.

If changes to the number of audit visits or certification scope are made between regular audits, a new agreement or an annex to the initial agreement shall be signed.

g. Green Gold Label participant certificate is valid for 5 years. Annual (Surveillance) audits will be conducted not less than once a year, a total of 1 Initial (certification) audit and 4 Annual (surveillance) audits will be conducted within the duration of the certification cycle; Initial (recertification) audits will be conducted every 5 years.

Certificate can be issued if all major nonconformities are closed within 3 months of their issue date, corrective action plans shall be prepared by the Client for minor non-conformities, minor nonconformities must be closed within 12 months from their issue date and if they are not closed in this time period, then they are upgraded to Major nonconformities. More than 4 major non-conformities identified during an audit shall result in the immediate suspension of the Participant's certification. Suspension also applies if more than 4 minor non-conformities expire and are upgraded to major non-conformities. BM Certification will charge the participant the registration costs, GGL Participant fees, based on the number of registered companies or establishments.

A signed declaration by a legal representative of the applicant, which confirms its agreement to comply with the certification requirements of the Foundation and the requirements of this document must be submitted before the initial audit.

h. KZR INiG certificate is issued for 1 year, if all major nonconformities are closed within 90 days. Mandatory surveillance audits are applicable for high-risk operators. Recertification audit shall be made within 12 months, maximum 90 days before the expiration date.

The client must submit GHG emissions calculations and/or list of operation sites/farms (for risk assessment) prior to the planned audit. Risk assessment is done annually. Before initial certification, the Client shall sign a legal agreement with the KZR INiG and provide the registrational number to the auditor.

i. PEFC RED certificate is issued when PEFC Council or PEFC Authorised body and client has signed the contract after certification audit is conducted and nonconformities closed. In the case of critical nonconformities identified during an initial audit, the certification body shall not issue a certificate to the applicant organisation. Organisations may re-apply for certification after two years.

5.8. 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: change of site, additional sites, change of process, change of ownership, change of scope. 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.

5.9. The Client shall allow the Accreditation Body, scheme management or its representative, access to any part of the certification/recertification audit 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's audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right of access 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, scheme management, its representative or BM Certification.

5.10. The Client agrees to make claims regarding the certification consistent with the scope of the certification.

5.11. The Client shall announce to BM Certification any activity which may create a conflict of interest in relation to its Certified system.

5.12. Where necessary the Client shall also enter and maintain a valid License Agreement for the use of the certification mark.

5.13. 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.

5.14. 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.

5.15. 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. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the certification requirements,

b. documents the actions taken.

5.16. The Client does not use certification in such a manner that can bring certification body into disrepute and does not make any statement regarding certification that the certification body may consider unauthorized or misleading.

5.17. 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.

5.18. The Client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of 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. If regular surveillance audit is not conducted in required timeframe.
b. The Client fails to comply with the financial obligations of the Contract.
c. If, during the audit the auditor raises five (5) or more Major non-conformities. This requirement does not apply to the RSPO scheme.

The following scheme-specific requirements apply:

- For PEFC Forest Contractor certification, certification shall be suspended if more than four (4) Major non-conformities are raised.
- For the PEFC RED, ISCC and KZR INiG schemes, certification shall be suspended if one (1) or more Major non-conformities are raised.
- For the SURE scheme, certification shall be suspended if one (1) or more Critical non-conformities are raised. Certification shall also be suspended if corrective measures for Major non-conformities are not verifiably implemented within forty (40) days from the audit closing meeting date.

d. The Client has not dealt with the non-conformities within the specified deadline.
e. The Client has failed to comply with the requirements of the use of trademarks of BM Certification / Accreditation Body requirements in conformity with the Standard.

6.2. BM Certification must terminate the Client's certification, if:

a. Critical nonconformities are identified during the ISCC, PEFC RED or KZR INiG system audit (endanger the integrity of the system).
b. the reason for the suspension is not addressed within the suspension timeframe.
c. The certified Client refuses to undergo surveillance audits or recertification audits within the specified frequency.
d. For all RED scheme certified companies: if the client organisation fails or is unwilling to comply with the requirements set out in paragraphs 1 to 6 of Article 17 of the *Commission Implementing Regulation (EU) 2022/996*.

6.3. 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.

6.4. 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 30 days (within 14 days for RSPO scheme) of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended ipso facto within 6 months after the date of withdrawal (certificate remain valid until the next surveillance date for RSPO scheme).

6.5. On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with BM Certification, PEFC, RSPO, ISCC, SURE, KZR INiG, GGL and the Accreditation Body, or to sell any products that have previously been labelled or marked (or authorised labelling and marking) using the trademarks and cease to make any claims that imply that they comply with the requirements for certification.

6.6. If the KZR INiG certificate is suspended, a company cannot buy/sell goods as sustainable, but is still obliged to supervise mass balance, and goods on stock remain sustainable. Thus, the period of suspension is also a subject of verification during the audit. If the certificate is withdrawn due to a critical non-conformity, the economic operators may re-apply for certification after 2 years from the date of the loss of validity of the certificate

6.7. In case of withdrawal ISCC may exclude the System User from recertification for up to 12 months in case of ordinary negligence of the System User with regard to the non-conformity and for up to 36 months in case of gross negligence. When withdrawal was caused by identification of a critical non-conformity, ISCC may exclude the System User from recertification with ISCC for a period of up to 60 months.

6.8. The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within 3 working days (or other period as determined by BM Certification) of the withdrawal or suspension taking effect and maintain records of that advice.

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 publicly available.

7.2. Complaints and appeals related to the application of the National PEFC Forest Management Standard which cannot be resolved between the auditee and the certification body, or which are beyond the responsibility and competence of the certification body, are forwarded for examination to the National PEFC Council.

8. Sampling

8.1. BM Certification conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by BM Certification in the form of reports, Certificates or other communications is based on these sampling processes. 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 after the audit activity those activities audited will continue to be in conformity with the relevant Standard. BM Certification accepts no liability to the Client if 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 where disclosure is required by law or by the Accreditation Body, BM Certification, its related Group Offices, and the Client shall treat all confidential information as strictly confidential.

Neither party shall disclose such information to any third party without the prior written consent of the other party. This obligation applies to any information obtained by either party, or by their employees, agents, representatives, or other persons acting on their behalf, in connection with the Contract.

The confidentiality obligation does not apply to information that:

a. was lawfully in the possession of the receiving party before the start of negotiations leading to the Contract;

b. was already publicly available at the time of disclosure;

c. becomes publicly available at a later date, provided this does not happen as a result of a breach of this confidentiality obligation; or

d. is required to be disclosed by law or by the Accreditation Body.

The confidentiality obligations set out in this clause shall remain in force after the termination or expiry of the Contract.

10. Publicly available information (for RSPO scheme)

10.1. BM Certification personnel must provide following documentation on public request:

a. RSPO Supply Chain Certificate,

b. for Independent mill, the RSPO audit report,

c. the list of certified organisations, which includes details of the scope of each certificate, i.e. which sites and/or processes are approved (RSPO Secretariat only).

11. Assignment

11.1. 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.

12. Additional

12.1. This document is an addendum to the Commercial Contract.