

Certification Agreement

This certification agreement (the "Agreement") is entered into by and between:

Preferred by Nature OÜ, an Estonian limited liability company; registration number 10835645; VAT number EE100736494; with an address of Filosoofi 31, Tartu, Estonia ("Preferred by Nature")

AND

Full legal name of the client; with an address of [Click here to enter text](#) ("Organisation").

Preferred by Nature and the Organisation are collectively referred to as "Parties" and may be individually referred to as "Party".

1. Terms

- 1.1 As used in the Agreement, these terms have the following meanings when capitalised:

Accreditation Body – refers to any authoritative or third-party body that performs accreditation or approval of Preferred by Nature as a certification body.

Agreement – refers to this Agreement, including appendices to this Agreement, any documents included or referred to in this Agreement and any documents executed by the Parties modifying, varying, or replacing this Agreement.

Audit Plan(s) – refers to the document(s) provided to the Organisation by Preferred by Nature to allow the Organisation to plan and prepare for an audit. The Audit Plan details the audit duration, audit location, audit criteria, audit team composition, audit agenda, and any other relevant information.

Certificate(s) – refers to the official document(s) attesting that an organisation has been certified after a positive certification decision. The validity and scope of the Certificate(s) are described in section 6.

Certification Requirements – refers to policies, standards, procedures, directives, and any other normative documents applicable to the certification of the

Certificeringsaftale

Denne certificeringsaftale ("Aftalen") indgås mellem følgende parter:

Preferred by Nature OÜ, et estisk anpartsselskab; CVR: 10835645; momsnr.: EE100736494; adresse: Filosoofi 31, Tartu, Estland ("Preferred by Nature")

OG

Full legal name of the client; med adressen [Click here to enter text](#) ("Organisationen").

Preferred by Nature og Organisationen benævnes kollektivt "Parterne", eller individuelt som "Parten".

1. Betingelser

- 1.1 Termer i denne Aftale har følgende betydning, når de skrives med stort begyndelsesbogstav:

Akkrediteringsorgan - henviser til enhver autoritativ eller tredjepartsinstans, der udfører akkreditering eller godkendelse af Preferred by Nature som certificeringsorgan.

Aftale - henviser til denne Aftale, herunder bilag til denne Aftale, eventuelle dokumenter, der er medtaget eller omtalt i denne Aftale, og eventuelle dokumenter, der udfærdiges af Parterne, som ændrer, forandrer eller erstatter denne Aftale.

Auditplan(er) - henviser til det dokument, som Preferred by Nature har leveret til Organisationen, for at Organisationen kan planlægge og forberede sig på audit. Auditplanen beskriver varigheden, stedet og kriterierne for audit, samt auditholdets sammensætning, auditprogram og andre relevante oplysninger.

Certifikat(er) - refererer til det eller de officielle dokumenter, der attesterer, at en organisation er blevet certificeret efter en positiv certificeringsbeslutning. Gyldigheden og omfanget af Certifikatet(erne) er beskrevet i afsnit 6.

Certificeringskrav - henviser til politikker, standarder, procedurer, direktiver og andre normative dokumenter, der er relevante i forbindelse med certificering af

Organisation. The current versions of all normative documents can be found on Preferred by Nature's and/or the relevant Certification Scheme Owner's website. Preferred by Nature also maintains service info sheets that include additional conditions and information related to specific certification and verification services and are available at www.preferredbynature.org.

Certification Scheme Owner – refers to the organisation responsible for developing and maintaining a certification scheme for those certification services provided by Preferred by Nature. For certain certification and verification services Preferred by Nature offers, Preferred by Nature is accredited or recognised by a third-party organisation, and for certain services, Preferred by Nature is the Certification Scheme Owner.

Certification Scope – refers to the boundaries and extent of the certification in relation to the activities, sites, processes, and products of the Organisation. The scope of the Organisation's Certificate is detailed in the latest audit report prepared by Preferred by Nature and may also be listed on Preferred by Nature's website and/or the Certification Scheme Owner's website.

Preferred by Nature – refers to Preferred by Nature OÜ, a separate legal entity in the greater Preferred by Nature organisation (formerly known as NEPCon) that holds the accreditation as a certification body and covers the management of clients through delivery of certification, verification and auditing services against established standards and schemes. Preferred by Nature OÜ is a wholly owned daughter company of the non-profit organisation Preferred by Nature F.M.B.A., registered in Denmark under the registration number 18044633. Invoicing related to this Agreement may be provided by Preferred by Nature F.M.B.A., Preferred by Nature OÜ or by any of Preferred by Nature F.M.B.A.'s

Organisationen. De gældende versioner af alle normative dokumenter findes på Preferred by Nature's og/eller den relevante Ejer af Certificeringsordningens hjemmeside. Preferred by Nature vedligeholder også *service info sheets*, der indeholder yderligere betingelser og informationer vedrørende specifikke certificerings- og verifikationsydelser. Disse er tilgængelige på www.preferredbynature.org.

Ejer af Certificeringsordning - henviser til den Organisation, der er ansvarlig for at udvikle og vedligeholde en certificeringsordning for de certificeringsydelser, der leveres af Preferred by Nature. For visse af de certificerings- og verifikationsydelser som Preferred by Nature tilbyder, er Preferred by Nature akkrediteret eller godkendt af en tredjeparts-Organisation, og for visse ydelser er Preferred by Nature Ejer af certificeringsordningen.

Certifikatets Omfang – refererer til afgrænsning og omfang af hvad certifikatet dækker, herunder Organisationens aktiviteter, lokaliteter, processer og produkter. Certifikatets omfang er angivet i den seneste auditrapport udarbejdet af Preferred by Nature eller på Preferred by Nature's og/eller Ejeren af Certificeringsordningens hjemmeside.

Preferred by Nature – refererer til Preferred by Nature OÜ, en separat juridisk enhed i den større Preferred by Nature-organisation (tidligere kendt som NEPCon), der er akkrediteret som et certificeringsorgan og dækker administrationen af kunder gennem levering af certificerings-, verifikations- og auditydelser mod etablerede standarder og ordninger. Preferred by Nature OÜ er et helejet datterselskab af den non-profit organisation Preferred by Nature F.M.B.A., registreret i Danmark under registreringsnummeret 18044633. Fakturering i forbindelse med denne Aftale kan leveres af Preferred by Nature F.M.B.A., Preferred by Nature OÜ eller af enhver af Preferred by Nature F.M.B.A.'s

other daughter companies.

Proposal(s) – refers to the written document(s) specifying the Certification Scope and costs of the services to be provided by Preferred by Nature to the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the Certification Scope or cost of services are incorporated by reference into this Agreement.

Suspension (of Certificate) – refers to a case where the validity of the Certificate is temporarily suspended in accordance with the Certification Requirements.

Termination (of Certificate) – refers to a case where the Certificate is permanently withdrawn in accordance with the Certification Requirements. Termination can be voluntary (requested by the Organisation) or initiated by Preferred by Nature.

2. General information

- 2.1 For this Agreement, certification may also mean verification and certified may also mean verified to cover both certification and verification services.
- 2.2 Preferred by Nature has adopted and implemented several policies, including the following, which may be amended from time to time and are available at www.preferredbynature.org:
- a) the **Anti-Corruption Policy** establishes controls to ensure that personnel behave in a lawful and ethical manner. Preferred by Nature has a zero tolerance approach toward corruption, fraud, and bribery, including personnel accepting cash gifts in relation to services under this Agreement;
 - b) the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard Preferred by Nature impartiality in all certification activities;
 - c) the **Confidentiality Policy** safeguards the confidentiality of any applicable Organisation information;

andre datterselskaber.

Tilbud - refererer til det skriftlige dokument(er), der angiver Omfanget af og omkostningerne for de ydelser, som skal leveres af Preferred by Nature til Organisationen. Tilbuddet samt eventuelle ændringer af Tilbuddet, for at afspejle ændringer i Certificeringsomfang eller omkostninger af ydelser, er integreret ved henvisning i denne Aftale.

Suspendering (af Certifikat) – refererer til tilfælde hvor Certifikatets gyldighed suspenderes midlertidigt i overensstemmelse med certificeringskravene.

Terminering (af Certifikat) – refererer til tilfælde, hvor et Certifikat termineres permanent i overensstemmelse med Certificeringskravene. Terminering kan ske på frivillig basis (på Organisationens anmodning) eller på Preferred by Natures initiativ.

2. Genel information

- 2.1 For denne Aftale kan certificering også betyde verifikation, og certificeret kan også betyde verificeret til at dække både certificerings- og verifikationsydelser.
- 2.2 Preferred by Nature har vedtaget og implementeret adskillige politikker, herunder følgende, som kan ændres fra tid til anden og er tilgængelige på www.preferredbynature.org:
- a) **Anti-korruptionspolitik** - etablerer kontrolmekanismer til at sikre, at personalet optræder på en lovlig og etisk måde. Preferred by Nature har en nultolerance-tilgang til korruption, bedrageri og bestikkelse, herunder personale, der tager imod kontante gaver i forbindelse med ydelser i henhold til denne Aftale;
 - b) **Uvildighedspolitik** - definerer interessekonflikter samt de foranstaltninger, der er truffet for at sikre Preferred by Natures uvildighed i alle certificeringsaktiviteter;
 - c) **Fortrolighedspolitik** - sikrer fortroligheden af alle relevante oplysninger om Organisationen;

- d) the **Dispute Resolution Policy** describes the way in which Preferred by Nature handles any disputes raised, including any appeals or complaints submitted to Preferred by Nature by the Organisation (and any other stakeholder), and describes the process in place for resolving these disputes; and
- e) the **Policy of Association** in which Preferred by Nature reserves the right to disassociate itself from any organisation that is in violation of the principles of this policy.
- 2.3 Preferred by Nature maintains information about its management, structure, activities, and people responsible for key decisions related to certification at www.preferredbynature.org.
- 3. Obligations of Preferred by Nature**
- 3.1 Preferred by Nature agrees to:
- maintain the necessary systems, competencies, and qualified personnel to conduct the audits under the offered certification services;
 - maintain the required accreditations, authorisations, and recognitions to carry out the certification services it offers;
 - provide the public with information about the certification services offered and Preferred by Nature policies, all available at www.preferredbynature.org;
 - conduct audit(s) according to the Proposal(s) and Certification Requirements and prepare and submit audit report(s) to the Organisation, which forms the basis for a decision to issue, maintain, Suspend or Terminate a Certificate. The Organisation will be provided the opportunity to review and comment on the report before the decision is taken; and
 - make information about the certified status of the Organisation and their Certification Scope publicly available through the public database designated by the Certification
- d) **Politik for Konflikt håndtering** - beskriver den måde, hvorpå Preferred by Nature håndterer eventuelle uenigheder, herunder eventuelle klager eller appeller som Organisationen (eller enhver anden interessent) har indgivet til Preferred by Nature, samt beskriver processen for at løse sådanne konflikter; og
- e) **Politik for samarbejde**, i hvilken Preferred by Nature forbeholder sig retten til at afbryde samarbejdet med Organisationer, der er i konflikt med de grundlæggende principper beskrevet i dokumentet.
- 2.3 Preferred by Nature opbevarer information om dens ledelse, struktur, aktiviteter og personer, der er ansvarlige for centrale beslutninger vedrørende certificering, på hjemmesiden www.preferredbynature.org.
- 3. Preferred by Natures forpligtelser**
- 3.1 Preferred by Nature vil:
- opretholde nødvendige systemer, kompetencer og kvalificeret personale for gennemførelse af auditering under de tilbudte certificeringsydelser;
 - opretholde de akkrediteringer, godkendelser og anerkendelser, som er nødvendige for at kunne udføre de certificeringsydelser, vi tilbyder;
 - offentliggøre information om de certificeringsydelser, vi tilbyder, samt Preferred by Natures politikker på www.preferredbynature.org;
 - gennemføre audit(s) i henhold til Tilbuddet og Certificeringskrav samt udarbejde og levere en auditrapport(er) til Organisationen, som danner grundlag for en beslutning om at udstede, opretholde, Suspendere eller Terminere et certifikat. Organisationen vil have mulighed for at gennemgå og kommentere rapporten, før beslutningen træffes; og
 - gøre oplysninger om Organisationens certificeringsstatus og Certifikatets Omfang offentligt tilgængelige via den offentlige database udpeget af Ejeren af Certificeringsordningen eller på

Scheme Owner or on Preferred by Nature's website or both.

- 3.2 In case the scope of Preferred by Nature's accreditation is reduced, suspended or terminated, Preferred by Nature will inform the Organisation within thirty (30) days of such change in status and comply with Certification Requirements for transfer of the Certificate to another accredited certification body.

4. Obligations of Organisation

4.1 The Organisation agrees to:

- a) disclose any current or previous applications for similar types of certification or certifications held within the last five (5) years;
- b) conform to all applicable Certification Requirements, which may be amended from time to time, and to conform to the revised versions of the Certification Requirements within the timeframes specified. If the certification applies to ongoing production, the Organisation agrees to ensure that the certified product continues to fulfil the product requirements. In the event of an inconsistency between this Agreement and the Certification Requirements, the Organisation agrees and acknowledges that the provisions of the Certification Requirements shall prevail;
- c) cooperate with Preferred by Nature or, if applicable, the Certification Scheme Owner or Accreditation Body, to make any necessary arrangements to schedule and conduct audits, and make any arrangements for participation of observers, if applicable;
- d) provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with complete, truthful and accurate information and documents, as well as access to any facilities, personnel and subcontractors of the Organisation, and also provide Preferred by Nature

Preferred by Nature's hjemmeside eller begge dele.

- 3.2 Hvis omfanget af Preferred by Nature's akkreditering reduceres, suspenderes eller termineres, vil Preferred by Nature underrette organisationen inden for tredive (30) dage efter en sådan statusændring og overholde Certificeringskravene for overførsel af Certifikatet til et andet akkrediteret certificeringsorgan.

4. Organisationens forpligtelser

4.1 Organisationen vil:

- a) oplyse om eventuelle nuværende eller tidligere ansøgninger om lignende former for certificering eller opnåede certificeringer inden for de sidste fem (5) år;
- b) opfylde alle gældende Certificeringskrav, som eventuelt kan ændre sig fra tid til anden, og opfylde reviderede Certificeringskrav inden for de angivne tidsrammer. Hvis certificeringen gælder for løbende produktion, accepterer organisationen at sikre, at det certificerede produkt fortsat opfylder produktkravene. I tilfælde af uoverensstemmelse mellem denne Aftale og Certificeringskravene accepterer og anerkender organisationen, at bestemmelserne i Certificeringskravene har forrang;
- c) samarbejde med Preferred by Nature eller, hvis relevant, Ejeren af Certificeringsordningen eller Akkrediteringsorganet, om planlægning og gennemførelse af audits, samt deltagelse af observatører hvis det er relevant;
- d) give Preferred by Nature, Ejer af Certificeringsordning eller Akkrediteringsorganets personale eller autoriserede repræsentanter med fuldstændige, sandfærdige og nøjagtige oplysninger og dokumenter, samt adgang til alle faciliteter og personale samt til organisationens underleverandører, og også give

and the Certification Scheme Owner the right to use and process any information relating to or provided by the Organisation, in so far as it is necessary to evaluate and verify compliance of the Organisation with the Certification Requirements. Even if not explicitly solicited by Preferred by Nature, the Organisation will disclose to Preferred by Nature all facts and circumstances which can reasonably be expected to be relevant in order to assess the Organisation's compliance with the Certification Requirements. The Organisation agrees that Preferred by Nature may stop the audit process in the event the Organisation does not collaborate with the audit as required in the Certification Requirements;

- e) undergo surveillance audits, as determined by Preferred by Nature. The details of the surveillance audits, including audit duration, location, and audit team composition, are in individual Audit Plans, which are provided to the Organisation in advance of each audit;
- f) acknowledge that Preferred by Nature, Accreditation Body and/or Certification Scheme Owner reserve the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance with the Certification Requirements and/or protect the integrity of Preferred by Nature's reputation and its related trademarks and logos, as well as the reputation of the Certification Scheme Owner and its related trademarks and logos. The Organisation agrees to cooperate with Preferred by Nature, Accreditation Body and/or Certification Scheme Owner to facilitate such visits and to disclose all information required to conduct the evaluation;
- g) address any non-conformities

Preferred by Nature og Ejer af certificeringsordningen ret til at bruge og behandle alle oplysninger vedrørende eller givet af organisationen, for så vidt det er nødvendigt for at evaluere og verificere organisationens overensstemmelse med Certificeringskravene. Selv om det ikke udtrykkeligt er anmodet af Preferred by Nature, vil Organisationen oplyse Preferred by Nature om alle fakta og omstændigheder, som med rimelighed kan forventes at være relevante for at vurdere Organisationens overholdelse af Certificeringskravene.

Organisationen accepterer, at Preferred by Nature kan stoppe auditprocessen, hvis organisationen ikke samarbejder med revisionen som krævet i Certificeringskravene;

- e) undergå audits, som fastsat af Preferred by Nature. Oplysninger om audits, herunder varighed, lokalitet og auditholdets sammensætning, findes i individuelle Auditplaner, der fremsendes til Organisationen forud for hvert audit;
- f) anerkende, at Preferred by Nature, Akkrediteringsorgan og/eller Ejeren af certificeringsordningen forbeholder sig ret til at foretage besøg med kort varsling og uanmeldte besøg på stedet, når det anses for nødvendigt for at verificere overensstemmelse med Certificeringskravene og / eller beskytte integriteten af Preferred by Natures omdømme og tilhørende varemærker og logoer samt omdømme af Ejeren af certificeringsordningen og dets tilknyttede varemærker og logoer. Organisationen indvilliger i at samarbejde med Preferred by Nature, Akkrediteringsorgan og/eller Ejeren af Certificeringsordningen for at muliggøre sådanne besøg og at videregive alle de oplysninger, der er nødvendige for at gennemføre evalueringen;
- g) rette eventuelle afvigelser identificeret

- identified by Preferred by Nature or other parties (such as Accreditation Bodies) in relation to the Certification Requirements within the timeframes specified and in an appropriate manner and to make related evidence accessible to Preferred by Nature;
- h) not edit any certification documents (for example, audit reports or Certificates) and to provide any copies of certification documents in their entirety or to such an extent as to avoid misleading those receiving the certification documents;
- i) handle any complaints against Organisation in accordance with Certification Requirements and keep a record of any complaints it receives in relation to its conformance with the Certification Requirements, take appropriate actions to address such complaints, and maintain written records of the actions taken and the final outcome of the complaint. The Organisation shall make these records available to Preferred by Nature upon request;
- j) first address any disputes Organisation may have with Preferred by Nature and/or any unresolved complaints against Organisation in accordance with Preferred by Nature's Dispute Resolution Policy and agree to refer any complaints to the Accreditation Body or Certification Scheme Owner only if the complaint is not resolved to the satisfaction of Organisation;
- k) not to undertake any activities or make any claims that may harm the reputation of Preferred by Nature, Accreditation Body, or the Certification Scheme Owner;
- l) conform to all Certification Requirements in any attached appendices when applicable to Organisation's Certification Scope; and
- m) cause all third-party entities to conform to the relevant Certification Requirements and comply with all
- af Preferred by Nature eller andre parter (såsom Akkrediteringsorganer) i forhold til Certificeringskravene, inden for de fastlagte frister og på passende vis, og stille dokumentation for rettelserne til rådighed for Preferred by Nature;
- h) ikke redigere nogen certificeringsdokumenter (for eksempel auditrapporter eller Certifikater) og vil fremlægge kopier af certificeringsdokumenter i deres helhed eller i et sådant omfang, at det undgås at vildlede dem, der modtager certificeringsdokumenterne;
- i) håndtere eventuelle klager over Organisationen i overensstemmelse med Certificeringskrav og registrere alle eventuelle klager, den modtager i forhold til dens overensstemmelse med Certificeringskravene, træffe passende foranstaltninger til at behandle sådanne klager og føre skriftlige optegnelser over de foretagne handlinger og det endelige resultat af klagen. Organisationen skal stille disse fortegnelser til rådighed for Preferred by Nature efter anmodning;
- j) først behandle eventuelle klager, som Organisationen måtte have med Preferred by Nature og/eller eventuelle uafklarede klager mod Organisationen i overensstemmelse med Preferred by Natures Konfliktbehandlingspolitik, og accepter kun at henvise eventuelle klager til Akkrediteringsorganet eller Ejeren af certificeringsordningen, hvis klagen ikke løses til Organisationens tilfredshed;
- k) ikke at foretage aktiviteter eller fremsætte påstande, der kan skade omdømme for Preferred by Nature, Akkrediteringsorgan eller indehaver af certificeringsordningen;
- l) overholde alle Certificeringskrav i eventuelle vedhæftede bilag, når det er relevant for Omfanget af Organisationens Certificering; og få alle tredjepartsenheder til at overholde de relevante Certificeringskrav og overholde alle

obligations of, including without limitation all prohibitions relating to, Organisation hereunder in instances where Organisation manages operations in collaboration with, or is a group manager for, a group of affiliated enterprises or operations, or where Organisation's certification involves or requires the participation of affiliated or third-party entities.

4.2 The Organisation agrees to notify Preferred by Nature as soon as possible, and no later than ten (10) working days (unless the Certification Requirements state a shorter timeline), of any fundamental changes that may affect its ability to conform to the Certification Requirements. Such changes may include, but are not limited to, changes in:

- a) the legal status or ownership of the Organisation;
- b) the Organisation's management structure;
- c) the production process, products, or product selection;
- d) insolvency, bankruptcy, closure, and other similar events;
- e) the production/operating locations; and
- f) the quality management system, to such an extent that conformance to Certification Requirements is endangered.

5. Payment and fees

5.1 The Organisation agrees to pay costs related to all audits and audit activities, including unanticipated audit costs that are due to the discovery or disclosure of information not known or considered by Preferred by Nature during the preparation of the Proposal and that require additional site visits or further investigation. The Certification Scope and costs are detailed in the Proposal sent to the Organisation by Preferred by Nature. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, will be communicated to the Organisation before Preferred by Nature invoices

Organisationens forpligtelser, herunder, men ikke begrænset til, alle forbud i forbindelse med Organisationen i tilfælde, hvor Organisationen administrerer aktiviteter i samarbejde med eller er gruppeleder for en gruppe tilknyttede virksomheder eller aktiviteter, eller hvor Organisationens certificering involverer eller kræver deltagelse af tilknyttede enheder eller tredjepartsenheder.

4.2 Organisationen accepterer at informere Preferred by Nature så hurtigt som muligt og senest ti (10) arbejdsdage (medmindre certificeringskravene angiver en kortere tidslinje) om alle grundlæggende ændringer, der kan påvirke dets evne til at overholde Certificeringskravene. Sådanne ændringer kan omfatte, men er ikke begrænset til, ændringer i:

- a) Organisationens ejerskab eller juridiske status;
- b) Organisations- og ledelsesstruktur;
- c) produktionsprocesser, produkter eller produktlinjer;
- d) insolvens, fallit, lukning eller lignende hændelser;
- e) produktions-/driftstederne; samt
- f) ændringer i kvalitetssikringssystemet, som er så omfattende, at det kan svække Organisationens evne til at opfylde Certificeringskravene.

5. Betaling og gebyrer

5.1 Organisationen accepterer at betale omkostninger i forbindelse med alle audits og auditaktiviteter, herunder uventede auditomkostninger, der skyldes opdagelse eller videregivelse af oplysninger, som Preferred by Nature kendte til eller tog i betragtning under udarbejdelsen af Tilbudet, og som kræver yderligere besøg eller yderligere undersøgelser. Omfanget af certificeringen og omkostningerne er beskrevet i det skriftlige Tilbud, der sendes til Organisationen af Preferred by Nature. Eventuelle omkostninger, undtagen eventuelle omkostninger forbundet med uanmeldte besøg på stedet som angivet i

Organisation and the Organisation becomes liable to pay the costs.

- 5.2 Organisation will pay any fees required by the relevant Certification Scheme Owner and/or Accreditation Body. Organisation acknowledges that the Certification Scheme Owner and/or Accreditation Body may amend their fees from time to time and such amendments are not within the control of Preferred by Nature.

6. Certificate validity and scope

- 6.1 The basis for issuing a Certificate is a positive certification decision, which is taken by an appointed Preferred by Nature personnel. The certification decision is made taking into account the audit report and the recommendation of the audit team. Preferred by Nature has the right to delay or postpone its certification decision in order to take account of new or additional information that has not already been considered in its audit report and that, in the opinion of Preferred by Nature, could affect the outcome of its evaluation.
- 6.2 The Organisation acknowledges that the certification process is not complete until the Organisation has been issued a Certificate by Preferred by Nature. The Certificate will be issued if a positive certification decision is reached and after this Agreement has been signed and all pending costs and fees have been paid, provided that no other reasons exist which would cause Preferred by Nature to refuse issuance of the Certificate pursuant to clause 6.6.
- 6.3 The Organisation acknowledges that Preferred by Nature shall not be obliged to enter into or maintain any commercial or other relationship with the Organisation or issue a Certificate previously issued to the Organisation. The Organisation furthermore acknowledges that the issuance of a Certificate does by no means alter or limit

punkt 4.1 f) ovenfor, vil blive meddelt Organisationen, før Preferred by Nature fakturerer Organisationen, og Organisationen bliver ansvarlig for at betale omkostningerne.

- 5.2 Organisationen vil betale alle gebyrer, der kræves af den relevante Ejer af Certificeringsordningen og/eller Akkrediteringsorganet. Organisationen anerkender, at Ejeren af Certificeringsordningen og/eller Akkrediteringsorganet kan ændre deres gebyrer fra tid til anden, og at sådanne ændringer ikke er under Preferred by Natures kontrol.

6. Certificeringens gyldighed og omfang

- 6.1 Grundlaget for udstedelse af et Certifikat er en positiv beslutning om certificering. Beslutningen tages af de medarbejdere, der er udpeget hertil af Preferred by Nature. Beslutningen træffes på grundlag af auditrapporten og auditholdets anbefaling. Preferred by Nature har ret til at forsinke eller udsætte sin certificeringsbeslutning for at tage hensyn til nye eller yderligere oplysninger, som ikke allerede er blevet taget i betragtning under udarbejdelse af auditrapporten, og som ifølge Preferred by Nature kunne påvirke resultatet af evalueringen.
- 6.2 Organisation anerkender, at certificeringsprocessen først er tilendebragt, når Organisationen har modtaget et Certifikat fra Preferred by Nature. Certifikatet udstedes på grundlag af en positiv beslutning om certificering, og først når denne Aftale er underskrevet og alle omkostninger og afgifter er betalt, forudsat at der ikke eksisterer andre grunde, som vil få Preferred by Nature til at nægte at udstede Certifikatet i henhold til punkt 6.6.
- 6.3 Organisationen anerkender, at Preferred by Nature ikke er forpligtet til at indgå eller opretholde handelsmæssige eller andre forbindelser til Organisationen eller til at udstede et Certifikat, der tidligere er udstedt til Organisationen. Organisationer anerkender endvidere, at udstedelsen af et Certifikat på ingen måde ændrer eller

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| <p>Preferred by Nature's rights to terminate the Agreement under clause 11.2.</p> <p>6.4 The length of validity of a Certificate depends on the Certification Requirements, unless Suspended or Terminated early. After this period of validity, a Certificate expires and is automatically Terminated. If the Organisation desires to maintain its Certificate, a reassessment is required. A new Certificate is issued upon the Organisation achieving a positive certification decision. In order to avoid a gap in certification, the reassessment shall be conducted, and the new Certificate shall be issued, prior to the Termination date of the existing Certificate. The Organisation should inform Preferred by Nature of its intention to renew their Certificate at least 3 months prior to the expiry of their Certificate to ensure that certification can be renewed timely prior to the Certificate expiry date.</p> <p>6.5 Preferred by Nature will send a notification directly to the Organisation announcing issuance, Suspension or Termination of any Certificate(s). The Organisation acknowledges that such notifications are also the basis for communicating any changes in the validity and number of Certificates, under this Agreement.</p> <p>6.6 The Organisation agrees that Preferred by Nature can refuse to issue a Certificate or maintain certification depending on the overall compliance of the Organisation and, in particular, if the activities of the Organisation conflict with the obligations of Preferred by Nature as required for its accreditation as a certification body or, in the sole opinion of Preferred by Nature, reflect badly on the good name of Preferred by Nature.</p> <p>6.7 The Organisation acknowledges that meeting all Certification Requirements and timely payment of all certification costs and fees is a requirement for maintaining a valid Certificate.</p> <p>6.8 The Organisation agrees to notify Preferred by Nature about any desired changes to the Certification Scope before these changes are implemented. Preferred by Nature will evaluate the need for additional audit</p> | <p>begrænser Preferred by Natures ret til at terminere Aftalen i henhold til punkt 11.2.</p> <p>6.4 Et Certifikats gyldighedsperiode afhænger af Certificeringskravene, medmindre Certifikatet Suspenderes eller Termineres tidligt. Efter denne gyldighedsperiode udløber et Certifikat og Termineres automatisk. Hvis Organisationen ønsker at bevare sit Certifikat, kræver dette en hovedevaluering. Et nyt Certifikat udstedes hvis/når Organisationen opnår en positiv certificeringsbeslutning. For at undgå en pause i certificeringen skal reevalueringen udføres og det nye certifikat udstedes inden udløbsdatoen for det eksisterende certifikat. Organisationen skal informere Preferred by Nature om sin hensigt om at forny sit Certificat mindst 3 måneder før Certifikatets udløb for at sikre, at certificeringen kan fornyes i god tid før Certifikatets udløbsdato.</p> <p>6.5 Preferred by Nature sender en meddelelse direkte til Organisationen for at underrette den om udstedelse, Suspendering eller Terminering af Certifikat(er). Organisationen anerkender, at sådanne meddelelser også er grundlaget for at formidle ændringer i gyldigheden og antallet af Certifikater i henhold til denne Aftale.</p> <p>6.6 Organisationen er indforstået med, at Preferred by Nature kan nægte at udstede et Certifikat eller opretholde certificering afhængigt af Organisationens overordnede compliance, og i særdeleshed, hvis Organisationens aktiviteter er i strid med Preferred by Natures forpligtelser som krævet for dens akkreditering som certificeringsorgan, eller efter Preferred by Natures mening reflekterer dårligt på Preferred by Nature.</p> <p>6.7 Organisationen er indforstået med, at opretholdelsen af et gyldigt Certifikat kræver opfyldelse af samtlige Certificeringskrav, samt rettidig betaling af alle omkostninger og gebyrer.</p> <p>6.8 Organisationen vil informere Preferred by Nature om eventuelle ønsker om ændringer i Certifikatets Omfang, før ændringerne implementeres. Preferred by Nature vil herefter evaluere behovet for</p> |
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activities, if any, and will agree with the Organisation on the steps that need to be taken before the Certification Scope can be changed.

- 6.9 The Organisation has the right to object to the audit process or appeal a certification decision to Preferred by Nature in accordance with Preferred by Nature and Certification Scheme Owner policies and procedures.

7. Certificate Termination and Suspension

- 7.1 Upon written notice to Organisation, Preferred by Nature may Terminate or Suspend a Certificate on any of the grounds listed in clause 6.6 or 11.2 or in accordance with decisions made by the Certification Scheme Owner or Accreditation Body.

- 7.2 Upon Suspension or Termination of the Certificate, the Organisation agrees to immediately take the following steps:
- cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
 - cease usage of any claims, labelling or advertising (including in social media) in relation to its certification and certified status;
 - at its own expense, remove and delete all uses of names, initials, logos, certification marks or other trademarks of Preferred by Nature and the Certification Scheme Owner from its products, documents, advertising and/or marketing materials, and business-to-business communications;
 - where required by the Certification Scheme Owner or Preferred by Nature, inform relevant customers about the Suspension or Termination within three (3) business days of Suspension or Termination, and maintain records of such notification;
 - destroy the issued original Certificate and all copies; and

yderligere auditering, og aftale med Organisationen hvilke tiltag, der skal gennemføres, inden ændringen af Certifikatets Omfang kan træde i kraft.

- 6.9 Organisationen har ret til at gøre indsigelse mod auditprocessen eller appellere en certificeringsbeslutning til Preferred by Nature i overensstemmelse med Preferred by Nature og Ejeren af Certificeringsordningens politikker og procedurer.

7. Terminering og Suspendering af Certifikat

- 7.1 Efter skriftlig meddelelse til Organisationen kan Preferred by Nature Terminere eller Suspendere et Certifikat på et hvilket som helst af de grunde, der er anført i punkt 6.6 eller 11.2, eller i overensstemmelse med beslutninger truffet af Ejeren af Certificeringsordningen eller Akkrediteringsorganet.

- 7.2 Ved Suspendering eller Terminering af Certifikatet vil Organisationen omgående tage følgende skridt:
- ophøre med at sælge produkter som certificerede (relevant ved produkt-certificering) samt tage skridt til at fjerne al relateret information;
 - ophøre med at anvende betegnelser, labels eller markedsføring (herunder på sociale medier) vedrørende dens certificering eller certificeringsstatus;
 - for egen regning fjerne og slette al anvendelse af navne, initialer, logoer, certificerings-mærker samt andre af Preferred by Natures og Ejeren af Certificeringsordningens varemærker fra produkter, dokumenter, marketing- og/eller PR-materialer samt business-to-business kommunikation;
 - hvis Ejeren af Certificeringsordningen eller Preferred by Nature kræver det, informere relevante kunder om Suspenderingen eller Termineringen inden for tre (3) arbejdsdage efter Suspenderingen eller Termineringen og føre fortegnelser over en sådan meddelelse;
 - destruere det udstedte originale Certifikat og alle kopier deraf;

- f) cooperate with Preferred by Nature and the relevant Certification Scheme Owner and/or Accreditation Body to confirm that these obligations have been met.

8. Certification claims and trademark usage

- 8.1 For as long as it is in compliance with its obligations during the term of this Agreement, the Organisation may make public statements regarding its participation in the relevant certification service and its certified status according to the rules of Preferred by Nature and the Certification Scheme Owner.
- 8.2 As a Certificate holder, the Organisation agrees to accurately and fairly represent its Certification Scope, including the products, sites and activities within the scope. The Organisation must restrict the representation of its certification to relate only to conformance to the relevant Certification Requirements and not in relation to any other products, characteristics or operations outside of the Certification Scope.
- 8.3 The Organisation shall ensure that any public usage by the Organisation of the name, logo or trademarks of Preferred by Nature, the Certification Scheme Owner or the Accreditation Body shall be previously reviewed and approved in writing by Preferred by Nature, the Certification Scheme Owner or the Accreditation Body in accordance with the Certification Requirements. If applicable, any usage by the Organisation of the Preferred by Nature seal or any variation thereof will be subject to the licensing terms as provided for in an appendix relevant to Organisation's Certification Scope.
- 8.4 The Organisation acknowledges the intellectual property rights of Preferred by Nature, the Certification Scheme Owner and Accreditation Body and that they shall continue to retain full ownership of their intellectual property rights and that nothing shall be deemed to constitute a right for the Organisation to use or cause to be used any of the intellectual property rights

- f) samarbejde med Preferred by Nature og den relevante Ejer af Certificeringsordningen og/eller Akkrediteringsorgan om at sikre, at disse forpligtelser er opfyldt.

8. Anvendelse af betegnelser og varemærker

- 8.1 Så længe Organisationen opfylder sine forpligtelser i denne Aftales løbetid, kan Organisationen fremsætte offentlige erklæringer om sin deltagelse i den relevante certificeringsservice og dens certificeringsstatus i henhold til Preferred by Natures og Ejeren af Certificeringsordningens regler.
- 8.2 Som Certifikatindehaver vil Organisationen omtale Certifikatets Omfang præcist og retvisende. Det gælder såvel produkter som lokaliteter og aktiviteter omfattet af Certifikatet. Organisationen skal begrænse repræsentationen af sin certificering til kun at vedrøre overensstemmelse med de relevante Certificeringskrav og ikke i forhold til andre produkter, egenskaber eller operationer uden for certificeringsomfanget.
- 8.3 Organisationen skal sikre sig at al dens offentlige brug af Preferred by Natures, Ejeren af Certificeringsordnings eller Akkrediteringsorganets navn, logo eller varemærker vurderes og forhåndsgodkendes skriftligt af Preferred by Nature, Ejeren af Certificeringsordningen eller Akkrediteringsorganet i overensstemmelse med Certificeringskravene. Hvis det er relevant, vil Organisations brug af Preferred by Nature-seglet eller enhver variation heraf være underlagt licensbetingelserne som angivet i et bilag, der er relevant for Organisationens Certificeringsomfang.
- 8.4 Organisationen anerkender de intellektuelle ejendomsrettigheder, Preferred by Nature, Ejeren af Certificeringsordningen og Akkrediteringsorganet har, og at de fortsat vil beholde det fulde ejerskab af deres intellektuelle ejendomsrettigheder, og at intet skal anses for at udgøre en ret for organisationen at bruge eller forårsage at

belonging to Preferred by Nature, the Certification Scheme Owner and Accreditation Body, except as otherwise set forth in this Agreement.

- 8.5 Preferred by Nature reserves the right to follow up on information obtained regarding infringements of the trademarks or intellectual property rights of Preferred by Nature, the Certification Scheme Owner and Accreditation Body.

9. Confidentiality and public information

- 9.1 For the purposes of this Agreement, confidential information shall include any information, in whatever form, which is delivered by a Party during the term of the Agreement or during its preparations in any form. Confidential information may include, but is not limited to, technical, operational, administrative, economic, business or financial information, as well as data, trade secrets, customers, suppliers, partners, intellectual property, know-how, processes, strategies, designs, methodologies, photographs, drawings, software, inventions, patents, and any other information whatsoever of a confidential nature, in whole or in part, related to the execution of this Agreement.
- 9.2 Neither Party to this Agreement shall disclose or publish any confidential information of the other Party, without written consent of the other Party, unless:
- the disclosure is to the receiving Party's attorneys or authorised agents;
 - disclosure is required by law or by a judicial, governmental or regulatory body and in such cases, receiving Party shall, unless prohibited by law, notify disclosing Party of the information released;
 - such information is publicly available without any violation of this Agreement by the receiving Party; or

bruge enhver af de intellektuelle ejendomsrettigheder, der tilhører Preferred by Nature, Ejeren af certificeringsordningen og Akkrediteringsorganet, medmindre andet er angivet i denne Aftale.

- 8.5 Preferred by Nature forbeholder sig retten til at følge op på oplysninger vedrørende krænkelse af varemærker eller intellektuelle ejendomsrettigheder, der tilhører Preferred by Nature, Ejeren af Certificeringsordningen og Akkrediteringsorganet.

9. Fortrolighed og offentligt tilgængelig information

- 9.1 I forbindelse med denne Aftale omfatter fortrolige oplysninger alle oplysninger, uanset form, som leveres af en Part i løbet af Aftalens løbetid eller under dens forberedelser i enhver form. Fortrolige oplysninger kan omfatte, men er ikke begrænset til, tekniske, driftsmæssige, administrative, økonomiske, forretningsmæssige eller finansielle oplysninger samt data, forretningshemmeligheder, kunder, leverandører, partnere, intellektuel ejendomsret, knowhow, processer, strategier, design, metoder, fotografier, tegninger, software, opfindelser, patenter og alle andre oplysninger af fortrolig karakter, helt eller delvist, der er relateret til udførelsen af denne Aftale.
- 9.2 Ingen af Parterne i denne Aftale må videregive eller offentliggøre fortrolige oplysninger om den anden Part uden skriftlig tilladelse fra den anden Part, medmindre:
- videregivelsen er til den modtagende Parts advokater eller autoriserede fuldmægtige;
 - offentliggørelse er påkrævet ved lov eller af et retsligt, statsligt eller regulerende organ, og i sådanne tilfælde skal den modtagende Part, medmindre det er forbudt ved lov, underrette den videregivende Part om de frigivne oplysninger;
 - sådanne oplysninger er offentligt tilgængelige uden overtrædelse af denne Aftale fra den modtagende

- d) the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party.
- 9.3 Notwithstanding the foregoing:
- a) Preferred by Nature may provide the Certification Scheme Owner or the Accreditation Body with access to confidential information of the Organisation if required by Certification Requirements;
- b) where required by the Certification Requirements, Preferred by Nature may produce public summaries of the Organisation's audit reports and either Preferred by Nature or Certification Scheme Owner may disclose or publish such summary information in whole or in part; and
- c) Preferred by Nature and Certification Scheme Owner have the right to list certified organisations and publish Certificate(s) on their websites.
- 9.4 The Organisation agrees that Preferred by Nature designated personnel, as well as personnel and authorised representatives of the Certification Scheme Owner and the Accreditation Body, shall have access to confidential information, audit reports, and other relevant information of the Organisation to the extent required in connection with the accreditation of Preferred by Nature or the certification of Organisation in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorised representatives accompanying Preferred by Nature designated personnel at audits. Preferred by Nature reserves the right to request other supporting information such as shape files and photographs.
- 9.5 In so far as it is necessary for Preferred by Nature or the Certification Scheme Owner to perform their obligations under this Agreement, Preferred by Nature and the
- Part; eller
- d) oplysningerne var tilgængelige for den modtagende Part på et ikke-fortroligt grundlag, før det blev offentliggjort af den videregivende Part.
- 9.3 Uanset det foregående:
- a) Preferred by Nature kan give Ejeren af Certificeringsordningen eller Akkrediteringsorganet adgang til fortrolige oplysninger om Organisationen, hvis det kræves af Certificeringskravene;
- b) hvor det kræves af Certificeringskravene, kan Preferred by Nature udarbejde offentlige resuméer af organisationens auditrapporter, og enten Preferred by Nature eller Ejeren af certificeringsordningen kan videregive eller offentliggøre sådanne resuméoplysninger helt eller delvist; og
- c) Preferred by Nature og Ejeren af certificeringsordningen har ret til at angive de certificerede organisationer og offentliggøre Certifikat(er) på deres hjemmeside.
- 9.4 Organisationen er indforstået med, at personale udpeget af Preferred by Nature samt personale og autoriserede repræsentanter for Ejeren af Certificeringsordningen og Akkrediteringsorganet skal have adgang til fortrolige oplysninger, auditrapporter og andre relevante oplysninger om Organisationen i det omfang, som det er nødvendigt i forbindelse med akkreditering af Preferred by Nature eller certificering af Organisation for at kunne vurdere Organisationens opfyldelse af Certificerings-kravene. Dette kan omfatte ovennævnte personale eller autoriserede repræsentanter, der ledsager Preferred by Nature-udpeget personale ved audits. Preferred by Nature forbeholder sig retten til at anmode om andre understøttende oplysninger, såsom formfiler og fotografier.
- 9.5 For så vidt som det er nødvendigt for Preferred by Nature eller Ejeren af Certificeringsordningen for at opfylde deres forpligtelser i henhold til denne Aftale, er

Certification Scheme Owner shall be entitled and authorised to obtain the Organisation's personal and business data in accordance with any applicable data protection legislation.

Preferred by Nature og Ejeren af Certificeringsordningen berettiget og autoriseret til at indhente Organisationens personlige og forretningsmæssige data i overensstemmelse med enhver gældende lovgivning om databeskyttelse.

10. Limitation of liability and indemnification

10. Ansvarsbegrænsning og erstatning

10.1 The Organisation agrees that Preferred by Nature is not liable to the Organisation, any customer of the Organisation or any other person or entity for any damages resulting directly or indirectly from the Organisation's own:

10.1 Organisationen er indforstået med, at Preferred by Nature ikke kan stilles til ansvar overfor Organisationen, Organisationens kunder eller enhver anden person eller enhed, for skader af nogen art, som er et direkte eller indirekte resultat af Organisationens egen:

- a) manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
- b) marketing, advertising or promotion of its certified product, enterprise or operation; or
- c) failure to comply with the terms and conditions of the certification hereunder.

- a) fremstilling, anvendelse, salg, annoncering, promovering, distribution, fældning, bortskaffelse, behandling, transporterung eller enhver anden disponering af et produkt, som indgår i Certifikatets Omfang;
- b) marketing, annoncering eller promovering af Organisationens certificerede produkt, foretagende eller aktiviteter; eller
- c) mangel på overholdelse af betingelser og vilkår herunder.

10.2 Preferred by Nature shall not be liable to the Organisation except for actions or claims arising from Preferred by Nature's own gross negligence or intentional or wilful misconduct. In no event shall Preferred by Nature be liable to the Organisation, any Organisation customer or any other person or entity for any indirect, incidental, consequential or punitive damages, however caused, arising out of or relating to this Agreement. The Organisation agrees not to take any legal action against Preferred by Nature, present any claims for any kind of compensation to Preferred by Nature, or hold Preferred by Nature liable in any way for any damages or consequences resulting from Termination or Suspension of a Certificate made in accordance with the terms of this Agreement.

10.2 Preferred by Nature er ikke ansvarlig over for Organisationen, undtagen for handlinger eller krav, der skyldes Preferred by Natures egen grove uagtsomhed eller tilsigtede eller forsætlige forseelse. Under ingen omstændigheder skal Preferred by Nature være ansvarlig over for Organisationen, enhver Organisationskunde eller enhver anden person eller enhed for indirekte, tilfældige, følgeskader eller straffeskader, uanset hvad de måtte opstå som følge af eller i forbindelse med denne Aftale. Organisationen accepterer ikke at føre retsag mod Preferred by Nature, fremlægge krav om nogen form for kompensation til Preferred by Nature eller på nogen måde holde Preferred by Nature ansvarlig for skader eller konsekvenser som følge af Terminering eller Suspendering af et Certifikat foretaget i overensstemmelse med vilkårene i denne

- 10.3 In any case, Preferred by Nature's total liability to Organisation for any damages arising out of or in connection to this Agreement, with respect to any one event or series of connected events, shall be limited to the annual remuneration paid by the Organisation to Preferred by Nature under this Agreement.
- 10.4 Organisation agrees to defend, indemnify and hold harmless Preferred by Nature and its officers, directors, agents and employees against and from all damages in connection with this Agreement or the certification hereunder including, but not limited to (a) any personal injury, property damage, product liability or other claims arising out of or relating to the manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope, including but not limited to product liability claims; or (b) any claims arising directly or indirectly out of Organisation's failure to comply with the terms and conditions of this Agreement or the certification hereunder, except to the extent that such damages are attributable to Preferred by Nature's gross negligence or wilful misconduct.
- 10.5 It shall be presumed that Preferred by Nature has not acted grossly negligent if damages result from non-conformities with the Certification Requirements by the Certificate holder.
- 10.6 Either Party shall be exempted from liability for failure to fulfil its obligations under the Agreement if the obligations are not fulfilled due to force majeure circumstances, which are beyond the Party's control or which could not have been reasonably foreseen at the time of the conclusion of the Agreement and the consequences of which could not have been prevented. Force majeure circumstances shall include, but not be restricted to: fire, storm, flood, earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion,
- Aftale.
- 10.3 Under alle omstændigheder skal Preferred by Natures samlede erstatningsansvar over for Organisationen for eventuelle skader, der opstår som følge af eller i forbindelse med denne Aftale, hvad angår en enkelt hændelse eller en serie af sammenhængende hændelser, være begrænset til det årlige vederlag, som Organisationen betaler til Preferred by Nature i henhold til denne Aftale.
- 10.4 Organisationen vil forsvare og skadesløsholde Preferred by Nature og dens ansatte, direktører, agenter og andre medarbejdere mod og fra alle skader i forbindelse med denne Aftale eller certificeringen, herunder, men ikke begrænset til (a) personskade, ejendomsskade, produktansvar eller andre krav som følge af eller vedrørende fremstilling, brug, salg, reklame, promovering, distribution, fældning, bortfjernelse, behandling, transport eller anden disposition af produkter, der er omfattet af Certifikatet, herunder, men ikke begrænset til produktansvarskrav ; eller (b) ethvert krav, der direkte eller indirekte opstår som følge af Organisationens manglende overholdelse af vilkårene i denne Aftale eller certificeringen herunder, undtagen i det omfang at sådanne skader skyldes grov uagtsomhed eller forsætlig forsømmelse fra Preferred by Natures side.
- 10.5 Det skal antages, at Preferred by Nature ikke har handlet groft uagtsomt, hvis der opstår skader som følge af Certifikatindehaverens manglende overholdelse af Certificeringskravene.
- 10.6 Hver af Parterne er fritaget for ansvar for manglende overfyldelse af sine forpligtelser i henhold til Aftalen, hvis forpligtelserne ikke opfyldes på grund af force majeure omstændighed, som ligger uden for Partens control, eller som ikke med rimelighed kunne have været forudset på tidspunktet for Aftalens indgåelse, og hvis konsekvenser ikke kunne have været forhindret. Force majeure omstændigheder omfatter, men er ikke begrænsede til: brand, storm, oversvømmelse, jordskælv eller anden naturkatastrofe, eksplosion,

insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, and acts of any government, including the failure of any government to grant export or import licenses or permits. The lack of financial resources shall not be deemed to be a force majeure circumstance.

terrorist-aktiviteter, krig, oprør, opstand, mytteri, sabotage, epidemi, karantænebegrænsninger, arbejdskonflikter, embargoer og enhver regerings handlinger, herunder enhver regerings manglende bevilling af eksport- eller importlicenser eller -tilladelser. Mangel på økonomiske ressourcer anses ikke for at være en force majeure omstændighed.

11. Term and termination

- 11.1 This Agreement shall be effective after it has been signed by both Parties. Unless terminated sooner as provided under this section 11, the Agreement terminates automatically after the last remaining Certificate is Terminated or expires or once it is determined that the Organisation will not be obtaining certification. If the last Certificate expires in cases where certification will potentially be renewed, this Agreement will be automatically extended for up to four (4) months.
- 11.2 This Agreement may be terminated by any of the following:
- mutual agreement of the Parties;
 - Organisation with thirty (30) days' written notice;
 - Preferred by Nature with ninety (90) days' written notice;
 - Preferred by Nature, if Organisation breaches any of its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
 - either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
 - Preferred by Nature, if Organisation, in the sole opinion of Preferred by Nature, violates the principles of Preferred by Nature's Policy of Association and fails to demonstrate corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation of such violations in

11. Gyldighedsperiode og terminering

- 11.1 Denne Aftale er gældende, når Aftalen er underskrevet af begge Parter. Medmindre den opsiges tidligere som fastsat i dette afsnit 11, Aftalen ophører automatisk, efter at det sidste tilbageværende Certifikat er Termineret eller udløber, eller når det er fastslået, at organisationen ikke vil opnå certificering. Hvis det sidste Certifikat udløber i tilfælde, hvor certificeringen potentielt vil blive fornyet, vil denne Aftale automatisk forlænges i op til fire (4) måneder.
- 11.2 Denne Aftale kan opsiges på baggrund af et af følgende:
- Parterne ved gensidig aftale;
 - Organisationen med tredive (30) dages skriftligt varsel;
 - Preferred by Nature med halvfems (90) dages skriftlig varsel;
 - Preferred by Nature hvis Organisation misligholder nogen af sine forpligtelser eller ikke er i overensstemmelse med Certificeringskravene og undlader at afhjælpe enhver uoverensstemmelse inden for den tidsfrist, som Preferred by Nature har fastsat;
 - hver Part, øjeblikkeligt, hvis den anden Part overtræder sine fortrolighedsforpligtelser i henhold til denne Aftale;
 - Preferred by Nature, hvis Organisation efter Preferred by Natures opfattelse overtræder principperne i Preferred by Nature's Politik for samarbejde og undlader at demonstrere korrigerende handlinger, hvis det er muligt inden for en bestemt tidsperiode, efter Preferred by Nature har underrettet

- writing;
- g) Preferred by Nature, in accordance with the process and timelines defined in the Certification Requirements;
- h) Preferred by Nature, immediately, if Organisation escalates conflicts with Preferred by Nature without following the Dispute Resolution Policy in violation of clause 4.1 j); or
- i) Preferred by Nature, immediately, if the Organisation, in the sole opinion of Preferred by Nature, engages in illegal, unethical, deceptive, fraudulent, uncooperative behavior, commits an act of coercion or bribery or makes a material misrepresentation of fact or if Organisation's activities or actions, in the sole opinion of Preferred by Nature, discredit or reflect badly on the name of Preferred by Nature or the Certification Scheme Owner.
- 11.3 The Organisation understands and acknowledges that upon termination of this Agreement, all the Certificates issued to the Organisation under this Agreement will also be Terminated.
- 11.4 Upon termination of this Agreement, the rights and privileges of each Party shall immediately cease, and there shall be no liability or obligation on the part of Organisation or Preferred by Nature, except as set forth in the provisions of section 5, clauses 7.2, 9.1, 9.2, all clauses in section 10, clauses 12.2 and 12.3, and those provisions that by nature are intended to survive termination of the Agreement.
- 12. Miscellaneous**
- 12.1 This Agreement supersedes and replaces all prior agreements between the Parties with respect to the subject matter contained herein.
- 12.2 This Agreement is governed by and construed in accordance with the laws of Estonia, without regard to any conflict of law principles.
- 12.3 In the event of any dispute arising from or
- Organisering af sådanne overtrædelser skriftligt;
- g) Preferred by Nature, i overensstemmelse med processen og tidslinjerne defineret i Certificeringskravene;
- h) Preferred by Nature, øjeblikkeligt, hvis Organisationen eskalere konflikter med Preferred by Nature uden at følge Politikken for Konfliktbehandling i strid med punkt 4.1 j); eller
- i) Preferred by Nature, øjeblikkeligt, hvis Organisationen, udelukkende efter Preferred by Natures mening, engagerer sig i ulovlig, uetisk, vildledende, svigagtig, usamarbejdsvillig adværd, begår en tvangshandling eller bestikkelse eller giver en væsentlig vildledende fremstilling af fakta, eller hvis Organisationens aktiviteter eller handlinger, udelukkende efter Preferred by Natures mening, miskrediterer eller reflekterer dårligt på navnet Preferred by Nature eller Certificeringsordningens Ejer.
- 11.3 Organisationen forstår og anerkender, at opsigelse af denne aftale medfører Terminering af samtlige Certifikater udstedt til Organisationen i henhold til denne Aftale.
- 11.4 Ved opsigelse af denne Aftale ophører hver Parts rettigheder og privilegier straks, og der er ikke noget ansvar eller forpligtelse fra Organisationens side eller Preferred by Nature, undtagen som angivet i bestemmelserne i afsnit 5, punkt 7.2, 9.1, 9.2, alle punkter i afsnit 10, punkt 12.2 og 12.3, og de bestemmelser, der i sagens natur fortsat gælder efter Aftalens ophør.
- 12. Diverse**
- 12.1 Denne Aftale afløser og erstatter alle tidligere aftaler mellem Parterne med hensyn til emnet indeholdt heri.
- 12.2 Denne Aftale er underlagt og fortolket i overensstemmelse med lovgivningen i Estland uden hensyn til nogen lovkonfliktprincipper.
- 12.3 I tilfælde af enhver tvist, der opstår fra

- in connection to this Agreement, the Parties shall first seek to resolve it amicably through mutual agreement, but if no resolution is achieved, the dispute shall be submitted to the courts of Estonia, which shall have exclusive jurisdiction.
- 12.4 Preferred by Nature may, from time to time, modify this Agreement as a result of changing Accreditation Body requirements, Certification Requirements, or Preferred by Nature procedures. Any such modifications shall be provided to the Organisation in writing at least ninety (90) days before they become effective. If the Organisation objects to any of the changes, the Organisation has the right to terminate the Agreement by giving Preferred by Nature thirty (30) days written notice. Any other amendments to this Agreement shall be agreed to in writing and signed by both Parties.
- 12.5 In the event that any one or more provisions of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected and a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.
- 12.6 Assignment of any rights, or delegation of duties under this Agreement may be made only upon prior written notification to the other Party, at minimum ninety (90) days in advance. This Agreement shall be binding on the successors and assigns of the Parties in its entirety.
- 12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.
- eller i forbindelse med denne Aftale, skal Parterne først søge at løse alle tvister i mindelighed gennem gensidig aftale, men hvis der ikke opnås en løsning, skal tvisten forelægges domstolene i Estland, som har eksklusiv jurisdiktion.
- 12.4 Preferred by Nature kan fra tid til anden ændre denne Aftale som følge af ændrede krav til Akkrediteringsorganer, Certificeringskrav eller Preferred by Nature -procedurer. Alle sådanne ændringskrav meddeles Organisationen skriftligt mindst halvfems (90) dage før de træder i kraft. Hvis Organisationen gør indsigelse mod nogen af ændringerne, har Organisationen ret til at opsige Aftalen ved at give Preferred by Nature tredive (30) dages skriftligt varsel. Alle andre ændringer af denne Aftale accepteres skriftligt og underskrives af begge Parter.
- 12.5 I tilfælde af, at en eller flere bestemmelser i denne Aftale er eller bliver ugyldige, ulovlige eller umulige at håndhæve, påvirkes gyldigheden, lovligheden eller håndhævelsen af de resterende bestemmelser i denne Aftale ikke, og en passende og retfærdig bestemmelse skal erstatte dem for at udføre, så vidt det kan være gyldigt og håndhæveligt, hensigten og formålet med en sådan ugyldig eller ikke-håndhævelig bestemmelse.
- 12.6 Overdragelse af rettigheder eller forpligtelser i henhold til denne Aftale kan kun finde sted ved forudgående skriftligt samtykke til den anden Part mindst halvfems (90) dage i forvejen. Denne Aftale er bindende for Parternes efterfølgere og erhververe.
- 12.7 Denne Aftale kan udfærdiges i genparter. Faxed, e-mailed og andre elektroniske underskrifter er lige så gyldige og bindende som originaler.

This Agreement is executed in both English and Danish versions. In the case of any conflict or doubt as to the proper construction of this Agreement, the English version shall govern.

Denne Aftale er udført på både engelsk og dansk. I tilfælde af konflikt eller tvivl om den rette fortolkning af denne Aftale, er den engelske version gældende.

	On behalf of Preferred by Nature OÜ / På vegne af Preferred by Nature OÜ	On behalf of Organisation / På vegne af Organisationen
Name / Navn		
Title / Titel		
Date / Dato		
Signature / Underskrift		

Appendix for when Preferred by Nature serves as a Monitoring Organisation

This appendix contains terms and conditions that are only applicable to organisations that apply to use or are using Preferred by Nature as a Monitoring Organisation under the EU Timber Regulation. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

1. Terms

- 1.1 In this appendix, these terms have the following meanings when capitalised:

Competent Authorities – refers to nationally appointed authorities responsible for the implementation of the European Union (EU) Timber Regulation in each EU Member State.

EU Timber Regulation – refers to Regulation (EU) No 995/2010 of the European Parliament and of the Council of 20 October 2010 laying down the obligations of operators who place timber and timber products on the market, and any other delegated regulations as applicable.

Monitoring Organisation – refers to Preferred by Nature when it has been recognised by the European Commission (EC) to operate formally as a Monitoring Organisation under the EU Timber Regulation. The role of the Monitoring Organisation is to provide and verify implementation of due diligence systems to meet the requirements of the EU Regulation 995/2010. The Organisation's conformance to the Preferred by Nature LegalSource™ Certification Requirements is a pre-requisite to use Preferred by Nature as a Monitoring Organisation.

Bilag til når Preferred by Nature fungerer som Overvågningsorganisation

Dette bilag indeholder vilkår og betingelser, der kun er gældende for organisationer, der ansøger om at bruge eller bruger Preferred by Nature som en Overvågningsorganisation i henhold til EU's Tømmerforordningen. Disse særlige vilkår og betingelser er et supplement til alle andre gældende vilkår og betingelser i Aftalen. I tilfælde af konflikt eller uoverensstemmelse mellem dette bilag og resten af Aftalen har betingelserne i dette tillæg forrang.

1. Termer

- 1.1 I dette bilag har disse udtryk følgende betydninger, når de bruges med store bogstaver:

Kompetente myndigheder - refererer til nationalt udpegede myndigheder, der er ansvarlige for implementeringen af Den Europæiske Unions (EU) Tømmerforordning i hver EU-medlemsstat.

EU's Tømmerforordning - henviser til Europa Parlamentets og Rådets forordning (EU) nr. 995/2010 af 20. oktober 2010 om forpligtelser for operatører, der markedsfører tømmer og træprodukter på markedet, og eventuelle andre delegerede forskrifter efter behov.

Overvågningsorganisation - refererer til Preferred by Nature, når det er blevet anerkendt af Europa Kommissionen at fungere formelt som en Overvågningsorganisation i henhold til EU's tømmerforordning. Overvågningsorganisationens rolle er at levere og verificere implementering af due diligence -systemer for at opfylde kravene i EU -forordning 995/2010. Organisationens overensstemmelse med Preferred by Nature LegalSource™ Certificeringskrav er en forudsætning for at bruge Preferred by Nature som en Overvågningsorganisation.

2. Obligations of Preferred by Nature

- 2.1 Preferred by Nature is obligated to meet all relevant legal obligations as outlined by the EU Timber Regulation and delegated regulations applicable in relation to its role as Monitoring Organisation.
- 2.2 Preferred by Nature is obligated to take appropriate action in the event of failure by Organisation to properly use its due diligence system, including notification of Competent Authorities in the event of significant or repeated failure by the Organisation.

3. Obligations of Organisation

- 3.1 Organisation agrees to abide by all applicable obligations placed on operators as defined in the EU Timber Regulation.

4. Confidentiality and public information

- 4.1 Organisation agrees to recognise the right of Preferred by Nature to share audit reports and other relevant information with the European Commission and Competent Authorities if Preferred by Nature is requested to do so.

5. Limitation of liability and indemnification

- 5.1 Organisation recognises that it maintains full liability over its own compliance with the EU Timber Regulation and any related legislation at the European Union as well as at the European Union member states level.
- 5.2 Organisation will not hold Preferred by Nature liable for any claims or damages that are raised by public authorities or other parties against the Organisation due to its alleged or confirmed noncompliance with the EU Timber Regulation and any legislation at the European Union as well as at the European Union member states level.

2. Preferred by Natures forpligtelser

- 2.1 Preferred by Nature er forpligtet til at opfylde alle relevante juridiske forpligtelser som skitseret i EU's Tømmerforordning samt delegerede forordninger gældende for Preferred by Natures rolle som Overvågningsorganisation.
- 2.2 Preferred by Nature er forpligtet til at træffe passende foranstaltninger i tilfælde af, at Organisationen ikke anvender sit due diligence-system korrekt, herunder underretning af Kompetente Myndigheder i tilfælde af væsentlige eller gentagne fejl eller mangler på Organisationens side.

3. Organisationens forpligtelser

- 3.1 Organisationen vil overholde alle gældende forpligtelser over for operatører som defineret i EU's Tømmerforordning.

4. Fortrolighed og offentligt tilgængelig information

- 4.1 Organisation anerkender Preferred by Natures ret til at dele auditrapporter og andre relevante oplysninger med Europa-Kommissionen og med Kompetente Myndigheder, hvis Preferred by Nature anmodes herom.

5. Ansvarsbegrænsning og erstatning

- 5.1 Organisationen anerkender, at den har det fulde ansvar for sin egen overholdelse af EU's Tømmerforordning samt enhver tilknyttet lovgivning på EU-niveau såvel som på EU-medlemsstatsniveau.
- 5.2 Organisationen vil ikke holde Preferred by Nature ansvarlig for eventuelle krav eller skader, der rejses af offentlige myndigheder eller andre parter mod Organisationen på grund af dens påståede eller bekræftede manglende overholdelse af EU's Tømmerforordning og enhver lovgivning på EU-niveau såvel som på EU-medlemsstatsniveau.

Appendix for Preferred by Nature Certification

This appendix contains terms and conditions that are only applicable to organisations that are a Preferred by Nature Certification applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

1. Certification claims and trademark usage

- 1.1 An organisation verified as conforming to all the applicable Preferred by Nature Certification Requirements may use the Preferred by Nature Seal (the "Seal") in connection with the sale, marketing, advertising or distribution of Preferred by Nature Certification certified products within the Certification Scope as certified by Preferred by Nature ("Preferred by Nature Certified Product") in accordance with the terms and conditions of the Agreement and subject to the following:
- Preferred by Nature hereby grants Organisation a non-transferable, non-exclusive license to reproduce the Seal (as shown and made available to the Organisation by Preferred by Nature) with respect to Preferred by Nature Certified Product when and as long as Organisation holds a valid Certificate and in relation to the products that are covered by the Certification Scope of the valid Certificate.
 - Organisation may only use the Seal with the prior review and written approval of Preferred by Nature, and Organisation may not alter the Seal in any manner. Organisation shall submit to Preferred by Nature for its approval, prior to publication or any other use, all claims,



Bilag for Preferred by Nature Certificering

Dette bilag indeholder vilkår og betingelser, der kun gælder for organisationer, der er Preferred by Nature Certificering ansøger eller Certifikatindehaver. Disse specifikke vilkår og betingelser er et supplement til alle andre gældende vilkår og betingelser i Aftalen. I tilfælde af konflikt eller uoverensstemmelse mellem dette bilag og resten af Aftalen, har vilkårene i dette bilag forrang.

1. Certificeringsclaims og varemærkebrug

- 1.1 En organisation, der er verificeret som værende i overensstemmelse med alle Preferred by Nature Certificering-kravene, kan bruge Preferred by Natures Segl ("Seglet") i forbindelse med salg, markedsføring, reklame eller distribution af Preferred by Nature Certificering-certificerede produkter inden for Certificeringsområdet som certificeret af Preferred by Nature ("Preferred by Nature Certificeret Produkt") i overensstemmelse med vilkårene og betingelserne i Aftalen og med forbehold for følgende:
- Preferred by Nature giver hermed Organisationen en ikke-overdragelig, ikke-eksklusiv licens til at gengive Seglet (som vist og stillet til rådighed for Organisationen af Preferred by Nature) med hensyn til Preferred by Nature Certificeret Produkt, når og så længe Organisationen har et gyldigt Certifikat og i forhold til de produkter, der er omfattet af Certificeringsomfanget for det gyldige Certifikat.
 - Organisationen må kun bruge Seglet med forudgående gennemgang og skriftlig godkendelse fra Preferred by Nature, og Organisationen må ikke ændre Seglet på nogen måde. Organisationen skal forelægge Preferred by Nature alle claims, repræsentationer, offentlige udtalelser eller ytringer om eller referencer til



- representations, public statements or language about or references to Preferred by Nature and all uses of the Seal on Preferred by Nature Certified Product. Once Preferred by Nature has approved any such use, Organisation may not make any changes to such use without first obtaining Preferred by Nature's written approval.
- c) Organisation agrees to comply with the Preferred by Nature Seal Use Policy, which may be amended from time to time, and pay any related fees, if applicable, as set forth in the Seal Use Policy.
- d) Organisation agrees to accurately and fairly represent its Certificate type, its Certification Scope and the Preferred by Nature Certified Product, enterprises or operations included in the Certification Scope. Organisation shall restrict its representations of certification to relate only to conformance to the Certification Requirements and will not represent certification in relation to any other characteristics. Organisation shall not make certification claims in the sale, marketing, advertising, promotion or distribution, or misrepresent the certification status, of Preferred by Nature Certified Product, enterprises or operations that are not included in the Certification Scope.
- e) All use of the Seal will be of high quality in keeping with the reputation of Preferred by Nature and shall comply with the standards and requirements set by Preferred by Nature from time to time. Organisation agrees that it will not manufacture, cause to be manufactured, market, promote, sell or distribute Preferred by Nature Certified Product or use the Seal in a manner that is inconsistent with the goals and purposes of Preferred by Nature and its mission. Organisation shall
- Preferred by Nature og alle anvendelser af Seglet på Preferred by Nature Certificeret Produkt til godkendelse før offentliggørelse eller anden brug. Når Preferred by Nature har godkendt en sådan brug, må Organisationen ikke foretage ændringer til en sådan brug uden først at indhente Preferred by Natures skriftlige godkendelse.
- c) Organisationen accepterer at overholde Preferred by Nature Seal Use Policy, som kan ændres fra tid til anden, og betale alle relaterede gebyrer, hvis det er relevant, som beskrevet i Seal Use Policy.
- d) Organisationen accepterer at repræsentere sin Certifikattype, sit Certificeringsomfang og det Preferred by Nature Certificerede Produkt, de virksomheder eller operationer, der ingår i Certificeringsomfanget, nøjagtigt og retvisende. Organisationen skal begrænse sin repræsentation af certificering til kun at vedrøre overensstemmelse med Certificeringskravene og vil ikke repræsentere certificering i forhold til andre egenskaber. Organisationen må ikke fremsætte certificeringsclaims i forbindelse med salg, markedsføring, reklame, promovning eller distribution, eller give en forkert fremstilling af certificeringsstatus, for Preferred by Nature Certificeret Produkt, virksomheder eller operationer, der ikke er inkluderet i Certificeringsomfanget.
- e) Al brug af Seglet vil være af høj kvalitet i overensstemmelse med Preferred by Natures omdømme og skal overholde de standarder og krav, som Preferred by Nature fastsætter fra tid til anden. Organisationen accepterer, at den ikke vil fremstille, få fremstillet, promovere, sælge eller distribuere Preferred by Nature Certificeret Produkt eller bruge Seglet på en måde, der er uforenelig med Preferred by Natures mål og formål og dens mission. Organisationen skal opretholde Preferred by Natures høje standarder og omdømme og må ikke bruge Seglet på en måde, der er nedsættende for Preferred by Nature

maintain the high standards and reputation of Preferred by Nature and shall not use the Seal in a manner that is disparaging to Preferred by Nature or contrary to its values.

- f) The Organisation must not:
- i. use the Seal in conjunction with another trademark or any character, word, name, imagery, or symbol so as to create a composite trademark or so as to otherwise create an association between the Seal and such other trademark, character, word, name, imagery or symbol.
 - ii. use any sign, whether as a trademark or otherwise, which is substantially identical or deceptively similar to the Seal.
- g) Organisation acknowledges and agrees that Preferred by Nature is the exclusive owner of the Seal or any other trademark, service mark, certification mark, logo or other proprietary designation owned by Preferred by Nature (the "Marks"). Organisation agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by Organisation shall inure to the benefit of Preferred by Nature. Organisation agrees that nothing in this Agreement shall give Organisation any right, title or interest in the Marks, other than the right to use the Seal in accordance with this Agreement. Organisation shall not in any manner represent that it has any ownership interest in the Marks or any registrations thereof and hereby waives and disclaims any ownership right or interest in or to the Marks or variations thereof that may arise under the law in any country, state or other jurisdiction. Organisation shall not register or attempt to register the Marks or any similar marks to designate any goods, services or certification or

eller i strid med dens værdier.

- f) Organisationen må ikke:
- i. bruge Seglet sammen med et andet varemærke eller et tegn, ord, navn, illustration eller symbol for at skabe et sammensat varemærke eller på anden måde at skabe en association mellem Seglet og et sådant andet varemærke, tegn, ord, navn, illustration eller symbol.
 - ii. bruge noget tegn, hvad enten det er et varemærke eller andet, som i det væsentlige er identisk med eller ligner Seglet på en vildledende måde.
- g) Organisationen anerkender og accepterer, at Preferred by Nature er den eksklusive ejer af Seglet eller ethvert andet varemærke, servicemærke, certificeringsmærke, logo eller anden ejendomsretlig betegnelse, der ejes af Preferred by Nature ("Mærkerne"). Organisationen accepterer, at den ikke vil gøre noget, der er uforeneligt med et sådant ejerskab, og accepterer, at al brug af Mærkerne af Organisationen skal ske til fordel for Preferred by Nature. Organisationen accepterer, at intet i denne Aftale skal give Organisationen nogen ret, titel eller interesse i Mærkerne, bortset fra retten til at bruge Seglet i overensstemmelse med denne Aftale. Organisationen skal ikke på nogen måde repræsentere, at den har nogen ejerskabsinteresse i Mærkerne eller nogen registreringer heraf og giver hermed afkald på og fraskriver sig enhver ejerskabsret eller interesse i eller til Mærkerne eller variationer heraf, der måtte opstå i henhold til loven i ethvert land, stat eller anden jurisdiktion. Organisationen må ikke registrere eller forsøge at registrere Mærkerne eller lignende mærker til at betegne varer, tjenester eller verificerings- eller verifikationsprogrammer i noget land,

verification programs in any country, state or other jurisdiction. Organisation will not contest, impair, or otherwise challenge, directly or indirectly, Preferred by Nature's right, title, or interest in and to the Marks. Organisation will not infringe or facilitate the infringement of any rights derived from the Marks. At the request of Preferred by Nature, Organisation shall execute and deliver to Preferred by Nature any and all documents and do all other acts and things which Preferred by Nature deems necessary or appropriate to make fully effective or to implement or execute the provisions of this Agreement relating to the ownership or registration of the Seal.

- h) Organisation shall not sell, assign, sub-license, or otherwise transfer its license to reproduce the Seal under this Agreement to any third party, without the prior written approval of Preferred by Nature.
- i) Organisation shall immediately notify Preferred by Nature of any activity that may come to its attention that would reasonably be construed to constitute an unauthorised use, infringement, or dilution of the Seal or any of the Marks.
- j) Preferred by Nature has the sole right to take, and determine whether or not to take, any action(s) it deems appropriate with respect to any unauthorised use, infringement, or dilution of the Seal and the Marks. Organisation agrees to fully cooperate with Preferred by Nature in connection with any such action.
- k) The license to reproduce the Seal is specific to Preferred by Nature Certified Product and shall only become effective upon Organisation's receipt of Preferred by Nature Certification from Preferred by Nature with respect to

nogen stat eller nogen anden jurisdiktion. Organisationen må ikke bestride, forringe eller på anden måde udfordre, direkte eller indirekte, Preferred by Natures ret, titel eller interesse i og til Mærkerne. Organisationen vil ikke krænke eller facilitere krænkelsen af nogen rettigheder, der stammer fra Mærkerne. På anmodning fra Preferred by Nature skal Organisationen udføre og levere til Preferred by Nature alle dokumenter og gøre alle andre handlinger og ting, som Preferred by Nature finder nødvendige eller passende for at gøre fuldt effektive eller for at implementere eller udføre bestemmelserne i denne Aftale vedrørende ejerskab eller registrering af Seglet.

- h) Organisationen må ikke sælge, tildele, underlicensere eller på anden måde overføre sin licens til at reproducere Seglet i henhold til denne Aftale til nogen tredjepart uden forudgående skriftlig godkendelse fra Preferred by Nature.
- i) Organisationen skal straks underrette Preferred by Nature om enhver aktivitet, som den måtte blive opmærksom på, og som med rimelighed kan fortolkes som uautoriseret brug, krænkelse eller underminering af Seglet eller et af Mærkerne.
- j) Preferred by Nature har eneret til at træffe og afgøre, om der skal træffes foranstaltninger, som de finder passende med hensyn til enhver uautoriseret brug, krænkelse eller underminering af Seglet og Mærkerne. Organisationen indvilliger i at samarbejde fuldt ud med Preferred by Nature i forbindelse med enhver sådan handling.
- k) Licensen til at reproducere Seglet er specifik for Preferred by Nature Certificeret Produkt og træder først i kraft efter Organisationens modtagelse af Preferred by Nature Certificering fra Preferred by Nature med henvisning til det relevante Certificeringsomfang.

- such applicable Certification Scope.
- l) In the event any conduct or omission by the Organisation in using the Seal or the Marks, in the reasonable opinion of Preferred by Nature, breaches any of the provisions of these licensing terms, Preferred by Nature may, in its sole discretion, take one or more of the following actions: (i) require the Organisation to change or stop such conduct, or to correct such an omission, or to withdraw from circulation any materials that, in the reasonable opinion of Preferred by Nature, breach the licensing conditions, (ii) suspend the certification of the Organisation pursuant to section 7 of the Agreement until such time as the Organisation has remedied the breach.
 - m) The Organisation's right to use the Seal ceases automatically in case the Preferred by Nature Certification program Certificate issued to the Organisation is suspended or terminated.
 - n) Preferred by Nature reserves the right to withdraw the Seal use eligibility from the Organisation at any time if the Organisation is not in conformance with the Preferred by Nature Certification Requirements.
- l) I tilfælde af, at Organisationens adfærd eller undladelse ved brug af Seglet eller Mærkerne efter Preferred by Natures rimelige opfattelse overtræder nogen af bestemmelserne i disse licensbetingelser, kan Preferred by Nature efter eget skøn tage en eller flere af følgende handlinger: (i) kræve at Organisationen ændrer eller stopper en sådan adfærd eller korrigerer en sådan udeladelse eller trækker ethvert materiale, der efter Preferred by Natures rimelige mening overtræder licensbetingelserne tilbage fra cirkulation, (ii) suspendere Organisationens certificering i henhold til afsnit 7 i Aftalen, indtil Organisationen har afhjulpet overtrædelsen.
 - m) Organisationens ret til at bruge Seglet ophører automatisk, hvis det Preferred by Nature Certificeringsprogram Certifikat, der er udstedt til Organisationen, suspenderes eller termineres.
 - n) Preferred by Nature forbeholder sig retten til når som helst at fratage Organisationen retten til at bruge Seglet, hvis Organisationen ikke lever op til Preferred by Nature Certificering-kravene.

Appendix for Programme for the Endorsement of Forest Certification (PEFC)

This appendix contains terms and conditions that are only applicable to organisations that are a Programme for the Endorsement of Forest Certification ("PEFC") applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

1. Confidentiality and public information

- 1.1 Preferred by Nature may provide the Certification Scheme Owner or the Accreditation Body with access to confidential information of the Organisation if required by Certification Requirements. Such information includes but is not limited to: copies of audit reports and other necessary audit records requested by PEFC, and summary reports for resolved complaints and appeals against the PEFC certified client organisations received by Preferred by Nature.

Bilag for Programme for the Endorsement of Forest Certification (PEFC)

Dette bilag indeholder vilkår og betingelser, der kun gælder for organisationer, der er Programme for the Endorsement of Forest Certification ("PEFC") ansøger eller Certifikatindehaver. Disse specifikke vilkår og betingelser er et supplement til alle andre gældende vilkår og betingelser i Aftalen. I tilfælde af konflikt eller uoverensstemmelse mellem dette tillæg og resten af Aftalen har betingelserne i dette tillæg forrang.

1. Fortrolighed og offentligt tilgængelig information

- 1.1 Preferred by Nature kan give Ejeren af certificeringsordningen eller Akkrediteringsorganet adgang til fortrolige oplysninger om Organisationen, hvis det kræves af Certificeringskravene. Sådanne oplysninger omfatter, men er ikke begrænset til: kopier af auditrapporter og andre nødvendige auditoptegnelser, som PEFC har anmodet om, og sammenfattende rapporter for løste klager og apeller over de PEFC - certificerede kundeorganisationer, der modtages af Preferred by Nature.

Appendix for Rainforest Alliance Sustainable Agriculture

This appendix contains terms and conditions that are only applicable to organisations that are a Rainforest Alliance Sustainable Agriculture applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of this Agreement, the terms of this appendix shall prevail. This appendix and all clauses in this Agreement that are required by Rainforest Alliance are subject to applicable law.

1. Obligations of Organisation

- 1.1 The Organisation agrees that:
- for groups, the Organisation agrees to cause each group member to conform to the applicable standards and comply with all obligations thereof, including without limitation all provisions relating to the Organisation under this Agreement;
 - it shall notify Preferred by Nature in writing within 48 hours of any fundamental departure from its systems and procedures, or of any changes to its management, structure or ownership, or of any other information that could affect the Organisation's conformance with the applicable standards or compliance with applicable law;
 - it will only take legal action against the Rainforest Alliance upon the final disposition of its dispute through Preferred by Nature's Dispute Resolution Policy and the Rainforest Alliance grievance procedure;
 - the Rainforest Alliance is entitled to visit, at its own discretion and cost, the Organisation, with or without notification to Preferred by Nature or to the Organisation. The Rainforest Alliance may observe the Organisation during the visit or conduct an audit with or without Preferred by Nature; and
 - the Rainforest Alliance has the right

Bilag for Rainforest Alliance Sustainable Agriculture

Dette bilag indeholder vilkår og betingelser, der kun gælder for organisationer, der er Rainforest Alliance Sustainable Agriculture ansøger eller Certifikatindehaver. Disse specifikke vilkår og betingelser er et supplement til alle andre gældende vilkår og betingelser i Aftalen. I tilfælde af konflikt eller uoverensstemmelse mellem dette tillæg og resten af denne Aftale har betingelserne i dette tillæg forrang. Dette tillæg og alle punkter i denne Aftale, der kræves af Rainforest Alliance, er underlagt gældende lovgivning.

1. Organisationens forpligtelser

- 1.1 Organisationen vil:
- for grupper, acceptere at få hvert gruppemedlem til at overholde de gældende standarder og overholde alle deres forpligtelser, herunder uden begrænsning alle bestemmelser vedrørende Organisationen i henhold til denne Aftale;
 - underrette Preferred by Nature skriftligt inden for 48 timer efter enhver grundlæggende afvigelse fra dens systemer og procedurer eller om ændringer i dens ledelse, struktur eller ejerskab eller om andre oplysninger, der kan påvirke Organisationens overensstemmelse med gældende standarder eller overholdelse af gældende lovgivning;
 - kun anlægge sag mod Rainforest Alliance efter den endelige løsning af sin tvist gennem Preferred by Nature's Konfliktbehandlingspolitik og Rainforest Alliance-klageproceduren;
 - at Rainforest Alliance er berettiget til at besøge Organisationen efter eget skøn og omkostninger med eller uden meddelelse til Preferred by Nature eller til Organisationen. Rainforest Alliance kan observere Organisationen under besøget eller foretage et audit med eller uden Preferred by Nature; og
 - Rainforest Alliance har ret til at anmode

to request that Preferred by Nature conduct unannounced or investigation audits of the Organisation.

om, at Preferred by Nature foretager uanmeldte eller undersøgelsesaudits af Organisationen.

2. Certificate Termination and Suspension

- 2.1 Upon Suspension or Termination of the Certificate, the Organisation shall agree to immediately:
- a) Comply to the sell-off requirements defined in the Certification Requirements.
 - i. Cease to make any use of any trademark of the Rainforest Alliance to sell any previously labelled product unless such trademark is removed, and/or to make any claims that imply that such product, Organisation's enterprise or Organisation, conforms to the applicable standards.
 - ii. At the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of the Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to-business communications, once required by the Certification Requirements.
- 2.2 Notwithstanding the foregoing, for a period beginning on the effective date of Suspension or Termination of the Certificate and ending on the date that is six (6) months from the Suspension or Termination date, the Organisation may sell certified product in accordance with the Rainforest Alliance Supply Chain Policy and applicable Certification Requirements and policies, which may be amended from time to time.

2. Terminering og Suspendering af Certifikat

- 2.1 Ved suspension eller Terminering af Certifikatet skal Organisationen øjeblikkeligt acceptere:
- a) Overholdelse af frasalgskravene defineret i Certificeringskravene.
 - i. ophøre med enhver brug af et varemærke tilhørende Rainforest Alliance til at sælge et tidligere mærket produkt, medmindre et sådant varemærke er fjernet, og / eller fremsætte krav, der indebærer, at et sådant produkt eller Organisationens virksomhed er i overensstemmelse med gældende standarder.
 - ii. på Organisationens egen bekostning, fjerner alle anvendelser af navne, initialer, logoer, certificeringsmærker eller andre varemærker tilhørende Rainforest Alliance fra sine produkter (eller, hvor det ikke er muligt, fjerner sådanne produkter), dokumenter, reklame og/eller markedsføringsmateriel, fysisk eller elektronisk reklamemateriale eller medier, i brochurer eller på websider, skilte eller anden dokumentation og business-to-business kommunikation, når det kræves af Certificeringsreglerne.
- 2.2 Uanset ovenstående, kan Organisationen for en periode, der begynder på ikrafttrædelsesdatoen for Suspension eller Terminering af Certifikatet og slutter på den dato, der er seks (6) måneder fra suspenderings- eller opsigelsesdatoen, sælge certificeret produkt i overensstemmelse med Rainforest Alliance Supply Chain Policy og gældende Certificeringskrav og politikker, som kan ændres fra tid til anden.

2.3 If Preferred by Nature decides not to certify or Terminates or Suspends a Certificate, the Organisation may not change its certification body until the next certification audit and cycle after the certification decision was made.

3. Certification claims and trademark usage

3.1 The Organisation acknowledges that it may not use the Rainforest Alliance Certified™ certification mark other than pursuant to the terms of a valid written license agreement executed between the Organisation and Rainforest Alliance, including prior written approval by Rainforest Alliance for any use, and agrees to adhere to the Requirements and Guidelines for Use of Rainforest Alliance Trademarks as published on the Rainforest Alliance website.

3.2 The Organisation agrees that any representation it makes with respect to the Rainforest Alliance, certified product, the scope of an operation's certification to the Rainforest Alliance standards, or with respect to its collaboration with or support for the Rainforest Alliance, shall be fair and accurate. The Organisation shall restrict its representations with respect to certification of certified product to the applicable Rainforest Alliance 2020 Standard (or subsequent Rainforest Alliance standards) and not with respect to products, product characteristics or agricultural operations not included within the scope of the Certificate of the Organisation that covers the certified product. The Organisation agrees that it will not use any Rainforest Alliance trademarks or make claims, representations, public statements or use language about or references to the Rainforest Alliance in connection with the direct or indirect sale, marketing or advertising of products that are not certified products except as specifically permitted in a license agreement with the Rainforest Alliance.

3.3 The Organisation shall not use the name, certification mark, logos or other

2.3 Hvis Preferred by Nature beslutter ikke at certificere eller Terminerer eller Suspenderer et Certifikat, må Organisationens ikke skifte sit certificeringsorgan før den næste certificeringsaudit og cyklus efter certificeringsbeslutningen blev truffet.

3. Anvendelse af betegnelser og varemærker

3.1 Organisationens anerkender, at den ikke må bruge Rainforest Alliance Certified™ - certificeringsmærket på anden måde end i henhold til betingelserne i en gyldig skriftlig licensaftale mellem Organisationens og Rainforest Alliance, herunder forudgående skriftlig godkendelse fra Rainforest Alliance til enhver brug, og accepterer at overholde kravene og retningslinjerne for brug af Rainforest Alliance-varemærker som offentliggjort på Rainforest Alliances hjemmeside.

3.2 Organisationens indvilliger i, at enhver repræsentation, den fremsætter med hensyn til Rainforest Alliance, certificeret produkt, omfanget af driftens certificering til Rainforest Alliance-standarderne eller med hensyn til dets samarbejde med eller støtte til Rainforest Alliance, skal være fair og præcis. Organisationens begrænser sine repræsentationer med hensyn til certificering af certificeret produkt til den gældende Rainforest Alliance 2020 -standard (eller efterfølgende Rainforest Alliance-standarder) og ikke med hensyn til produkter, produktkarakteristika eller landbrugsdrifter, der ikke er omfattet af Organisationens Certifikat, der dækker det certificerede produkt. Organisationens accepterer, at den ikke vil bruge nogen Rainforest Alliance -varemærker eller betegnelser, repræsentationer, offentlige erklæringer eller bruge sprog om eller henvisninger til Rainforest Alliance i forbindelse med direkte eller indirekte salg, markedsføring eller reklame for produkter, der ikke er certificerede produkter undtagen som specifikt tilladt i en licensaftale med Rainforest Alliance.

3.3 Organisationens må ikke bruge navn, certificeringsmærke, logoer eller andre

trademarks of the Rainforest Alliance except as permitted in a licensing agreement with the Rainforest Alliance. The Organisation shall fully cooperate with the Rainforest Alliance and Preferred by Nature with respect to any unauthorised use, infringement, or dilution of the trademarks or other intellectual property rights of the Rainforest Alliance.

varemærker tilhørende Rainforest Alliance, medmindre det er tilladt i en licensaftale med Rainforest Alliance. Organisationen skal samarbejde fuldt ud med Rainforest Alliance og Preferred by Nature om eventuelle uautoriseret brug, overtrædelser eller fortynding af varemærkerne eller andre intellektuelle ejendomsrettigheder i Rainforest Alliance.

4. Confidentiality and public information

- 4.1 The Organisation agrees to comply with the Rainforest Alliance requirements for transparency and confidentiality as set forth in its licensing agreement with the Rainforest Alliance.
- 4.2 The Rainforest Alliance has the right to display the Organisation name on transaction certificates for sales of certified products from that farm or group, throughout the supply chain to the final seller of the certified products as long as segregation is maintained.
- 4.3 The Rainforest Alliance has the right to display the Organisation's name on transaction certificates issued by or to the Organisation or one of its sites.

5. Term and termination

- 5.1 This Agreement may be terminated by:
 - a) Preferred by Nature with ninety (90) days' written notice in the event that Preferred by Nature's authorisation as a certification body is suspended or cancelled.

4. Fortrolighed og offentligt tilgængelig information

- 4.1 Organisationen accepterer at overholde Rainforest Alliance -kravene til gennemsigtighed og fortrolighed som angivet i dens licensaftale med Rainforest Alliance.
- 4.2 Rainforest Alliance har ret til at vise Organisationsnavnet på transaktionscertifikater til salg af certificerede produkter fra den pågældende gård eller gruppe i hele forsyningskæden til den endelige sælger af de certificerede produkter, så længe adskillelsen opretholdes.
- 4.3 Rainforest Alliance har ret til at vise Organisationens navn på transaktionscertifikater udstedt af eller til Organisationen eller et af dets lokationer.

5. Gyldighedsperiode og ophør

- 5.1 Denne Aftale kan opsiges af:
 - a) Preferred by Nature med halvfems (90) dages skriftlig meddelelse i tilfælde af, at Preferred by Natures godkendelse som certificeringsorgan suspenderes eller annulleres.

Appendix for Responsible Biomass Programme (RBP)

This appendix contains terms and conditions that are only applicable to organisations that are a Responsible Biomass Programme ("RBP") applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

1. Obligations of Preferred by Nature

- 1.1 Preferred by Nature is an approved verifier for the requirements of Bekendtgørelse om Håndbog om opfyldelse af bæredygtighedskrav og krav til besparelse af drivhusgasemissioner for biomassebrændsler til energiformål (HB 2021).
- 1.2 The RBP verification provided by Preferred by Nature follows the Danish biomass legislation referenced in 1.1.

Bilag til Program for Ansvarlig Biomasse (RBP)

Dette bilag indeholder vilkår og betingelser, der kun gælder for organisationer, der er Program for Ansvarlig Biomasse ("RBP") ansøger eller Certifikatindehaver. Disse specifikke vilkår og betingelser er et supplement til alle andre gældende vilkår og betingelser i Aftalen. I tilfælde af en konflikt eller uoverensstemmelse mellem dette bilag og resten af Aftalen, har vilkårene i dette bilag forrang.

1. Preferred by Natures forpligtelser

- 1.1 Preferred by Nature er en godkendt verifikator for kravene i Bekendtgørelse om Håndbog om opfyldelse af bæredygtighedskrav og krav til besparelse af drivhusgasemissioner for biomassebrændsler til energiformål (HB 2021).
- 1.2 RBP-verifikation leveret af Preferred by Nature følger den danske biomasselovgivning, der henvises til i 1.1.

Appendix for Sustainable Biomass Program (SBP)

This appendix contains terms and conditions that are only applicable to organisations that are a Sustainable Biomass Program ("SBP") applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

1. Obligations of Organisation

- 1.1 The Organisation agrees to:
 - a) provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with complete, truthful and accurate information and documents, including but not limited to: any supply base report; Preferred by Nature public summary reports; data required by SBP for greenhouse gas calculations and regulatory reporting; and any data required by SBP to be supplied to the Organisation's purchaser/customer with each batch of biomass supplied or sold.

2. Confidentiality and public information

- 2.1 Both Preferred by Nature and SBP shall be entitled and authorised to process the Organisation's personal data and business data (so far as is necessary for the purpose of performance obligations to Preferred by Nature and/or SBP) in accordance with Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any other applicable data protection legislation.

Bilag for Sustainable Biomass Program (SBP)

Dette bilag indeholder vilkår og betingelser, der kun gælder for organisationer, der er Sustainable Biomass Program ("SBP") ansøger eller Certifikatindehaver. Disse specifikke vilkår og betingelser er et supplement til alle andre gældende vilkår og betingelser i Aftalen. I tilfælde af konflikt eller uoverensstemmelse mellem dette tillæg og resten af Aftalen har betingelserne i dette tillæg forrang.

1. Organisationens forpligtelser

- 1.1 Organisationen vil:
 - a) give Preferred by Nature, Ejeren af Certificeringsordningen eller Akkrediteringsorganets personale eller autoriserede repræsentanter fuldstændige, sandfærdige, nøjagtige oplysninger og dokumenter, herunder men ikke begrænset til: enhver supply base-rapport; Preferred by Nature offentlige sammenfattende rapporter; data, som SBP kræver til beregninger af drivhusgasser og lovgivningsmæssig rapportering og alle data, som SBP kræver, skal leveres til Organisationens køber/kunde for hvert parti biomasse, der leveres eller sælges.

2. Fortrolighed og offentligt tilgængelig information

- 2.1 Både Preferred by Nature og SBP er berettiget og autoriseret til at behandle Organisationens personoplysninger og forretningsdata (for så vidt det er nødvendigt med henblik på opfyldelse af forpligtelser over for Preferred by Nature og/eller SBP) i overensstemmelse med direktiv 95/46/EF Europa -Parlamentet og Rådet om beskyttelse af enkeltpersoner i forbindelse med behandling af personoplysninger og om fri udveksling af sådanne oplysninger og enhver anden gældende lovgivning om databeskyttelse.