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GENERAL TERMS & CONDITIONS FOR FSC™ COC CERTIFICATION

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1. Document Background:

This document is for the purpose to specify relations and mutual obligations between OSMS and its Client in respect of FSC Chain of Custody certification and the procedures involved in awarding, maintaining and terminating of FSC COC certificates.

The following requirements apply to all entities spanning FSC forest-based materials supply chain covering every change in legal ownership of the product from the certified forest or point of reclamation up to the organization selling it with an FSC claim on sales documents and/or to the point where the product is finished and FSC labelled. In case that the Client violates any term provided herein, the Certificate (as defined below) and the certification trademark use right may be suspended or withdrawn by OSMS on the basis of Auditor's recommendation. In addition, FSC and ASI reserves the right to block the certificate or dissociate any Certificate Holder on the basis of investigation or specific complaint regarding violation of FSC Policy of Association or any other certification terms and conditions.

OSMS commits to providing the service of Certification without any bias, discrimination or preferential treatment, with no link to organizations providing additional businesses or value of contracts with any client, acquaintance with auditor, management etc. However, OSMS reserves the right to deny certification to a client when fundamental demonstrated reasons exist, such as illegal activities, history of repeated non-conformities with the certification requirements and similar issues.

2. Relevant terms defined by Forest Stewardship Council

Appeal: Request by the client to the certification body for reconsideration of a decision it has made relating to that client.

Application reviewer: The person(s) that is (are) responsible for the application review, prepares the audit process and checks if an applicant for certification appears to be ready and prepared for an audit.

Audit: Systematic, independent, documented process for obtaining records, statements of fact and other relevant information and assessing them objectively to determine the extent to which applicable requirements are fulfilled (adapted from ISEAL Assurance Code).

Auditor: A person competent to conduct an audit.

Audit team: is made up of one or more auditors, one of whom is appointed to be the audit team leader. When necessary, audit teams are also supported by technical

experts and/or further personnel (e.g. interpreter), who assist auditors but do not themselves act as auditors.

Audit team leader: an auditor who is competent to lead the audit and the audit team.

Certificate: A document issued under the rules of a certification system, indicating that adequate confidence is provided that a duly identified product, process or service is in

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conformity with a specific standard or other normative document (ISO/IEC Guide 2:1991 paragraph 14.8 and ISO/CASCO 193 paragraph 4.5).

Certification: Third-party attestation related to products, processes, systems or persons.

Certification decision: Granting, maintaining, renewing, expanding the scope of, reducing the scope of, suspending, reinstating, or withdrawing certification

Competence: The demonstrated ability to apply knowledge, skills and personal attributes in order to achieve intended results (adapted from DIN EN ISO/IEC 17065:2013-01).

Complaint: Expression of dissatisfaction by any person or organization presented to a certification body relating to the FSC activities of that certification body and/ or the FSC activities of their clients (adapted from ISO/IEC 17000:2004 (E)). In the context of FSC, a complaint includes the name and contact information of the complainant, a clear description of the issue and evidence to support each element or aspect of the complaint.

Evaluation: the combined processes of audit, review, and decision on a client's conformity with the requirements of a standard (ISEAL Assurance Code).

Types of evaluation:

Pre-Evaluation: assessment to determine the applicant's readiness for their main evaluation.

Main Evaluation: assessment of an applicant for FSC certification.

Re-Evaluation: assessment for re-certification.

Surveillance Evaluations: systematic repetition of conformity assessment activities as a basis for maintaining the validity of FSC certification

Peer reviewer: an external person (auditor or technical expert) reviewing an audit report.

Suspension: temporary invalidation of the FSC certification for all or part of the specified scope of attestation.

Technical expert: a person supporting an audit team by providing specific knowledge or expertise about a specific sector, content, process or activity being audited. The person does not act as auditor.

Termination: revocation or cancellation of the certification agreement by the certification body or the client according to contractual arrangements.

Withdrawal: revocation or cancellation of the FSC certification.

Witness audit: evaluation of the performance and verification of the competence of an auditor on-site by a third party who is not part of the audit team.

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3. Mutual obligation of OSMS and Client for FSC COC Certification process completion and maintenance

3.1 Upon concluding a certification agreement, OSMS undertakes to:

- i. Provide to the Client the necessary information, all applicable standards and normative FSC documents regarding the FSC certification system;
- ii. Provide the Client with the contact details as well as the name of the contact person regarding the certification;
- iii. Organise and conduct audits as specified through the certification contract;
- iv. Require appointed auditors to precede the audits under a confidentiality commitment in regard to the Client's operations and the audits results;
- v. Communicate the full audit reports only to the Certification Decision Making Entity, to ASI and FSC;
- vi. Not communicate the certificate number to the Client before a positive certification decision has been taken;
- vii. Make public the documentation required by the FSC (e.g. FSC FM Public Summary) to be in accordance with the related standards;
- viii. Inform the relevant Clients within 30 days (starting from the changes had been approved by the approval body) about the change of the FSC requirements or of the certification system to allow the Client to conform to this change within 12 months of receiving notification,
- ix. OSMS reserves the rights to revise the relevant requirements of certification within the period of validity of the certificate;
- x. Inform the relevant Clients within 30 days about the change of the FSC accreditation scope of OSMS, and the Client have to seek a new FSC-accredited certification body within six (6) months to keep their certificate valid;
- xi. Inform the client when OSMS release confidential information required by law or by contractual arrangements, unless prohibited by law.

3.2 Upon concluding a certification agreement, the Client undertakes to:

- i. Conform with all applicable certification requirements;
- ii. Conform with any conditions set by OSMS for granting or maintaining certification;
- iii. Disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years;
- iv. Agree to the conduct of evaluations at the required intervals, including OSMS' right to carry out unannounced or short notice audits;
- v. Make all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records, information and personnel for the purposes of evaluation and arrangements for the participation of observers (if applicable and following compliance with procedure for observers);
- vi. Agree to witness audits of ASI;
- vii. Agree to OSMS use of sub-contractors for audit purpose

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- viii. Agree, that specified information is published, as indicated in the applicable FSC normative documents;
- ix. Consider the participation of observers as specified in FSC-PRO-01-017;
- x. Agree, that a complaint is first handled according to OSMS' dispute resolution procedure and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents;
- xi. Making claims regarding certification consistent with the scope of certification and not making any claims of conformity (or near conformity) with FSC certification requirements until and unless certification is granted;
- xii. Agree, that the OSMS, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients;
- xiii. Acknowledges the title of the FSC's intellectual property rights and that FSC shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.
- xiv. Not use its certification in such a manner as to bring Bureau Veritas, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized;
- xv. Keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to Bureau Veritas when requested, and;
- xvi. Take appropriate action with respect to such complaints and any deficiencies found in Products and processes that affect conformity with FSC certification requirements and document the actions taken.
- xvii. Inform OSMS within ten (10) days of changes in the ownership, structure of the organization, (e.g. changes in key managerial staff), certified management systems or circumstances which relate to the implementation of FSC certification requirements;
- xviii. Agree, that in case of reduction, suspension or withdrawal of the scope of OSMS's FSC accreditation, the certification of the affected clients will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation;
- xix. Pay all specified fees and costs arising from the certification evaluation;

3.3 Regarding the rights of the OSMS, ASI and FSC

- i. Agree, that OSMS has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of Bureau Veritas, could affect the outcome of its evaluation;
- ii. Agree, that OSMS shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of the OSMS as specified in its accreditation contract with ASI, or which, in the sole opinion of the OSMS, reflect badly on the good name of the OSMS;

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- iii. Agree, that OSMS and FSC have the right to revise the requirements of certification within the period of validity of the certification, including the revision of costs and fees;
- iv. Agree, that OSMS, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients;
- v. Agree that the OSMS has the right to use information which is brought to its attention, to follow up on misuses of the FSC trademarks and of the intellectual property rights held by FSC;
- vi. Acknowledge the title of the FSC's intellectual property rights and that FSC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights
- vii. Agree, that OSMS has the right to suspend and/ or withdraw its certification with immediate effect if, in the sole opinion of Bureau Veritas, the client is not in conformity with the conditions specified for the maintenance of certification
- viii. Agree to participate to the Transaction Verification program
- ix. Agree to Product Fibre Testing program

4. Background of FSC Chain of Custody System

4.1 General presentation of the FSC Chain of Custody Certification system

The Forest Stewardship Council (FSC) is a global, not-for-profit organization dedicated to the promotion of responsible forest management worldwide. It was established in 1993 as a solution to respond to concerns over deforestation at a global scale. FSC is regarded as one of the most important initiatives to promote responsible forest management worldwide.

FSC's vision is that the world's forests meet the social, ecological, and economic rights and needs of the present generation without compromising those of future generations. That was the seed of the Forest Stewardship Council (FSC), founded in 1994 as a voluntary certification for sustainable forestry, promoting environmentally sound, socially beneficial, and economically viable management of the world's forests.

Nowadays, FSC has the most extensive certified supply chain network, enabling connections between markets and sustainable forestry – including over 150 million hectares of forest managed according to FSC standards.

FSC's high standards and credibility have helped the system grow as solidly as an oak trunk. At the same time, new solutions continue to arise over the years to address incoming challenges, playing a crucial role in biodiversity conservation and climate change mitigation while ensuring healthy and resilient forests for all, forever.

The FSC label provides a credible link between responsible production and consumption of forest products, enabling consumers and businesses to make purchasing decisions that benefit people and the environment as well as providing ongoing business value. The FSC logo

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is the most recognized and trusted among global consumers. Please visit fsc.org website for more information.

4.2 General presentation of the FSC Chain of Custody Certification system

The objective of FSC Chain of Custody certification is ensure that the certified entities have the minimum management and production requirements for CoC within an organization in order to demonstrate through documentation that forest-based materials and products purchased, labelled, and sold as FSC certified originate from well-managed forests, controlled sources, reclaimed materials, or a mixture of these, and any associated claims are legitimate and accurate.

The FSC COC Standard “FSC-STD-40-XXXX” specifies the requirements which apply to all CoC-certified and applicant organizations with respect to sourcing, processing, labelling, and sale of forest-based products as FSC certified. FSC claims are required in cases where subsequent customers want to use the FSC-certified products as input for the manufacturing of other certified products and/or for resale as FSC certified.

For a product to be claimed as FSC certified, there must be an unbroken chain of FSC certified organizations covering every change in legal ownership of the product from the certified forest or point of reclamation up to the organization selling it with an FSC claim on sales documents and/or to the point where the product is finished and FSC labelled. CoC certification is therefore required for all organizations in the supply chain of forest-based products that have legal ownership of certified products and perform at least one of the following activities:

- a) sell FSC-certified products with FSC claims on sales documents;
- b) label products as FSC certified;
- c) manufacture or change the composition (e.g. mixing or adding forest-based materials to the product) or physical integrity (e.g. re-packaging, re-labelling) of products sold with FSC claims;
- d) promote FSC-certified products, except finished and FSC-labelled products that may be promoted by non-certificate holders (e.g. retailers) in accordance with FSC Trademark Use Guide For Promotional Licence Holders.

FSC CoC certification is not required for organizations providing services to certified organizations without taking legal ownership of the certified products, including:

- a) agents and auction houses arranging the trade of certified products between buyer and seller
- b) providers of logistics services, transporting and/or temporarily storing or warehousing certified products without changing their composition or physical integrity;
- c) contractors operating under an outsourcing agreement in accordance with Section 13 of this standard.

OSMS certification of organization against FSC COC standard provides a guarantee to stakeholders that the organization has demonstrated conformity with all the applicable FSC requirements at the time of evaluation and the organization’s claim for FSC certified products is genuine.

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4.3 Scope of Certification

The scope of FSC COC certification includes the latest version of the following FSC standards:

- i) FSC-STD-40-004 Chain of Custody Certification
- ii) FSC-STD-40-003 Chain of Custody certification of multiple sites
- iii) FSC-STD-40-005 Requirements for Sourcing FSC Controlled Wood
- iv) FSC-STD-40-006 FSC Standard for Project Certification
- v) FSC-STD-40-007 Sourcing reclaimed material for use in FSC Product Groups or FSC certified projects
- vi) FSC-STD-50-001 Use of FSC trademarks by Certificate Holders

The latest standard versions are available at website connect.fsc.org/document-centre

5. Implementation of FSC Chain of Custody Certification Process

The certification process includes the assessment of documentation, an audit on site or off-site as per scope, the issue of the certificate if all certification criteria are met, approval of the FSC trademark use as per Certificate Holder request, surveillance audits, any unannounced or follow-up audit and re-certification audit in case certificate Holder decides to renew certification through OSMS.

The client agrees to the certification procedure described below.

5.1 Application for Certification:

Upon contact with OSMS, the Sales team provides the “FSC COC Application Form” along with information on FSC COC certification process, Latest Version of FSC-POL-20-005 AAF Policy and a link to the latest version of applicable FSC Normative documents in the FSC Document Centre website.

The applicant furnishes the following information in the signed application form:

- i) Legal Name and Address of the Organization along with Operational Address (s) if separate from the Legal Address
- ii) Legal ID and document of the organization
- iii) Contact person, Legal Representative along with contact details
- iv) Nature of Activity, products as per FSC nomenclature
- v) Type of control system (transfer, credit, percentage) for each product group and FSC claim of products
- vi) Previous Certification details and any related certification details if any
- vii) Use of FSC Trademarks
- viii) Turnover details for forest-based products in last Financial Year
- ix) Size of the company in terms of manpower employed
- x) Last audit report and certificate in case organization was certified for FSC COC within last 5 years

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In addition, the following details are collected for additional scope of work:

- i) Location, scope of activity of different sites under multi-site certification and group certification requirements
- ii) Information regarding use of reclaimed materials as inputs'
- iii) Information regarding sourcing of Controlled Wood and the relevant supply chain
- iv) Project certification details

In addition to new applicants, the application form is also filled by OSMS clients

- i) Undertaking recertification and
- ii) For Certificate Holders requesting transfer of certificates. For transfer cases the Latest FSC Audit report and copy of certificate of the applicant will be necessary to gather information regarding audit findings and any open non-conformity and its status.

The organization is requested to submit the filled and signed copy of application form along with legal documents and other applicable certification documents as specified in the application document for review.

5.2 Proposal Creation, Proposal Review and finalization for client:

Upon receipt of the signed application form, the Sales team member prepares a draft proposal which is reviewed internally regarding scope, mandays etc and the proposal is finalised. In case of request, a pre-audit is also included in the proposal. The certification request will be rejected in case of the following circumstances:

- i) The organization is blocked in the FSC system
- ii) The organization's existing FSC COC certificate is suspended
- iii) Application for new certificate when another valid certificate already exists.

The finalized proposal is sent to client for signature along with the General Terms and Conditions of agreement and Specific Terms and Conditions for FSC COC Certification.

5.3 Audit Preparation and Planning:

OSMS decides on the composition of the audit team and ensures that the audit team meets the required qualification for carrying out the audit. The name of the proposed audit team is communicated to the client; this shall help the client to identify any potential conflict of interest. The applicant can ask for a revision of the audit team composition to avoid any conflict of interest between the company and one or several audit team members. OSMS reserves the right for finalising the audit team composition.

The audit preparation is finalized and the Lead Audit sends the Audit Plan and list of required documents to the applicant at least a week before scheduled audit. The Audit Plan contains the schedule and agenda of audit, audit site (s), opening and closing meeting agenda, audit mandays, scope of audit, the activities to be covered and the team members required to be present during audit. The documents that will have to be examined before the audit according to the audit scope are requested and shall be provided in a reasonably agreed timeframe.

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For multi-site and Group certification, the audit plan also includes the sampled participating sites or the group members that are to be audited. No sampling is done for sites in case of single site certificate with multiple locations.

For Controlled Wood Audit, the plan specifies the Field Visit verification schedule, if applicable.

For Audit of Suppliers for Reclaimed Materials, the sampled suppliers' audit plan is included.

For outsourcing sub-contractors with high-risk, the audit plan at sampled outsourcing sites is also included.

5.3.1 On-Site Audits and Desk Audits:

All FSC Audits will be conducted at site for all sites including organization, Central Office, participating sites, high-risk outsourcing sites, Supplier audits for reclaimed materials, Field visits for Controlled Wood verification and multiple sites for single site certification. In selected cases, Desk Audits can be conducted if:

- I. The site does not take physical possession of FSC-certified materials or products, controlled material, or FSC controlled wood in their own or rented facilities, and does not label, alter, store, or repackage the products (e.g. sales office);
- II. The site is used for storage of finished and labelled products only, and where OSMS has confirmed through an initial physical inspection that there is no risk of mixing FSC-certified products with other materials (e.g. the site only stores FSC-certified products). Certification bodies shall conduct physical inspection of these storage sites at least once during the five-year duration of a certificate;
- III. The physical inspection during surveillance evaluations of one-time project certificates is not relevant (e.g. there is nothing to inspect on the site; a single delivery of materials to the project; when all project members supplying the project are FSC-certified).

OSMS reserves the right to conduct physical audit over desk audit in any of the above conditions if previous audit findings demand such a step.

In case physical verification of sites is not possible due to

- I. Health and safety risks declared by local agencies or as per media reports
- II. Travel restrictions imposed by OSMS Management or local government due to health or law and order issues
- III. Incidents characterised by force majeure conditions.

A derogation approval will be obtained from FSC as per application for derogation or follow existing applicable FSC derogation.

5.3.2 Audit team Composition:

An audit team is formed of at least one OSMS Lead auditor and qualified Auditor as Team Member if required. In case particular competences field is needed, a sector-specialist is also part of the audit team. In addition, local language translators are hired by OSMS, if required.

The Lead Auditor is primarily responsible to conduct the audit and conclude the findings of the audit.

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In addition, Representatives of FSC and ASI or OSMS representatives may accompany the Audit Team as observers but they are not part of the audit team.

5.3.3 Confidentiality and impartiality of Audit team members:

All team members shall sign a non-conflict of interest and non-disclosure agreement to protect the applicant's details and ensure confidentiality of data and documents.

OSMS shall ensure that the organization is not audited by the same auditor on more than three (3) consecutive audits to ensure impartiality of Audit Team. Where the organization is audited by the same auditor on more than (3) consecutive audits, OSMS shall provide a justification why it was not possible, or feasible to rotate the auditor and shall demonstrate how an impartial and objective evidence-based audit is ensured.

5.3.4 Signature of online FSC Trademark License Agreement (TLA):

Once the contract is concluded and the file moves to Audit Planning stage, the Audit scheduler processes the documents to register the same in FSC database so that an online link to signing of FSC Trademark License Agreement (TLA) is generated. The completion of the online signing process of TLA is mandatory for concluding the Main Audit process.

5.3.5 Sampling for multi-site and Group Certification:

- I. In case of multi-site certificates with 2 or more participating sites, OSMS shall select a sample of the participating sites for evaluation of conformance to the applicable FSC normative documents.
- II. Sites that have been incorporated into the certificate scope in the period between OSMS's evaluations shall be sampled together with the sites that were already in the scope during the previous evaluation.
- III. New participating sites are being added to the scope of a multisite or group certificate at the time of a surveillance evaluation or re-evaluation, they shall be considered as an independent set for the determination of the sample size.
- IV. OSMS shall divide the participating sites into two sets of sites: normal-risk participating sites and high-risk participating sites as per definitions provided by FSC, which shall be sampled separately by using the following formulas:
 - A. For main evaluations, surveillance evaluations, and re-evaluations:

$y = R \sqrt{x}$, where:

y = number of participating sites to be audited by OSMS (rounded to the upper whole number)

R = risk index (see Table 1 below)

X= total number of normal-risk or high-risk participating sites (Participating sites which have not had any FSC transaction since last evaluation do not need to be added in the list of sites included in "x", from which sample is drawn.
 - B. In cases of inclusion of new participating sites (beyond the approved annual growth rate):

$y = R \sqrt{n}$, where:

y = number of participating sites to be audited by the OSMS (rounded to the upper whole number)

R = risk index (see Table 1 below)

n = number of new normal-risk or high-risk participating sites to be added to the certificate scope

NOTE: R (risk index) is obtained by summing-up the scores given to the group or multisite certificate under evaluation.

Risk factor		Score	Score Given
Ownership	All participating sites have common ownership	0.1	
	Participating sites do not have common ownership	0.2	
Certificate size	0–20 participating sites	0.2	
	21–100 participating sites	0.3	
	101–250 participating sites	0.4	
	251–400 participating sites	0.5	
	> 400 participating sites	0.6	
Central office's performance	No nonconformity observed at the central office in the previous evaluation	0.1	
	Not applicable (there was no previous evaluation)	0.1	
	Only minor nonconformities in the previous evaluation	0.2	
	1–2 major nonconformities in the previous evaluation	0.3	
	3 or more major nonconformities in the previous evaluation	0.4	
Audit type	Annual surveillance evaluation	0.1	
	Re-evaluation	0.2	
	Main evaluation	0.3	
	Audit for inclusion of new participating sites in the certificate	0.3	
TOTAL (R = sum of the scores given)			Σ

5.3.6 Sampling for high-risk outsourcing sites:

If the organization wants to include new high-risk contractors in its certificate scope, OSMS shall conduct a physical inspection of a sample of the new contractors according to the sampling criteria specified as follows:

The sampling number (y) shall be at minimum the square root of the number of high-risk contractors (x), rounded to the next whole number: $y = \sqrt{x}$.

5.4 Evaluation of FSC COC System and implementation of Certification process

5.4.1 Pre-Audit- Realization and Opportunities for Improvement

The provision for pre-audit is relevant when the organization is keen to understand the gaps in the management of Critical Control Points in its system and potential non-conformities that may arise during Main Evaluation and to familiarise with the Audit Process. The stage also gives OSMS the opportunity to precise the scope of audit by identifying the industrial process

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implemented as well as the critical monitoring points. A gap analysis is realized between the FSC COC system and the requirements of the FSC Chain of Custody standard. Consequently, the applicant can decide when to proceed to the next step. It is to be clarified that pre-audit is neither compulsory nor does it qualify the organization to be awarded a certificate.

The pre-audit can be done by same auditor who is scheduled to conduct the Main audit and will not be considered for Impartiality issues regarding restriction on maximum number of consecutive audit provisions.

A pre-audit report is given to the applicant; it specifies the opportunities for improvement which can be implemented before the initial audit. However, the OFIs will not be upgraded to NCRs automatically during Main Audit if still found unresolved. Once the OFIs are resolved, the applicant can inform OSMS about its readiness for Main Audit.

5.4.2 Main Audit - Realization

As discussed in Section 5.3, the audit plan is sent to the Organization. The Audit Plan is sent at least 7 working days before scheduled Audit. The travel plan and provisions are communicated to the organization in line with contract terms and conditions.

5.4.2.1 Opening Meeting

At the beginning of the audit an opening meeting is organized by the Lead Auditor to:

- Confirm the certification scope (definition of the Chain of custody managed by the applicant and precise listing of the product groups and species into the CoC and all applicable standards)
- Present the audit team and audit programme, language of audit
- The types of findings including grading of non-conformities found on the basis of sampling only, observations and assurance regarding the audit being about ascertaining facts rather than assigning fault.
- Introduce any translator, observer or FSC/ ASI Representative participating as witness audit.
- Confirm the audit scope including products and processes with the Company Management and
- Confirm the audit plan and logistic according to the latest changes that the Company may have done.
- Re-iterate the confidentiality agreement and the undertaking of impartiality ensured by OSMS for all its audit staff.

The presence of the Company's managers and Heads of Departments is necessary during that meeting so that they can clearly perceive the way in which the audit will take place and thus be able to inform their staff. Company managers are invited to have a clear view of the audit course and schedule so that they can inform their teams and help in the audit course fluency.

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5.4.2.2 Evaluation

During the audit, the auditors examine and evaluate the effectiveness of the Client 's FSC Chain of Custody and Trademark Use system with respect to all requirements of relevant FSC standards. The audit consists of a documentation review, a review and inspection of production process on site (if relevant) and interviews with employees of the Client, or other involved groups. If required, the auditor can request that interviews with staff is conducted without the presence of a management representative so that comments can be given in confidence.

The Lead Auditor will ensure that adequate time is provided to factory floor inspection as per the complexity of operations. Time management is essential for auditor to cover the entire scope of the audit.

Audits at different sites, as applicable will conducted as per Audit Plan and mandays specified.

The audit team will continuously provide feedback to the Management Representative regarding observations at each stage of audit as it progresses so that the later can clear any doubts or gaps that can potentially lead to non-conformity.

The audit team has a right to halt the audit process mid-way if they evaluate the audit condition adversely affecting their ability to continue with it eg. Threatening behaviour of auditee, non-availability of PPEs in a high risk work area like suspended overhead loads or exposed fumes etc.

5.4.2.3 Closing Meeting

The Lead Auditor schedules the closing meeting at the end of the audit for all sites and entire audit. The personnel who attended the opening meeting are encouraged to attend the closing meeting at the end of the audit. The meeting enables to present the audit results and its conclusions, as well as handing in the nonconformity reports and to have the audit conclusions signed. The following aspects are covered in the closing meeting discussion:

- i) Re-iterate the confidentiality agreement and the undertaking of impartiality ensured by OSMS for all its audit staff and thank the management for its co-operation in audit completion
- ii) Explain the preliminary findings and grading the non-conformities as per their seriousness and re-confirm that the findings will only be finalised after Technical Review
- iii) Explain the timeline for closure of non-conformities; inform the necessity for follow-up audit in case of Major non-conformity and the fact that certificate can only be issued upon closure of Major NCR.
- iv) Explain the subsequent timeline for completion of the audit process and issuance of Certificate.
- v) Inform the organization about the process of lodging complaints and feedback regarding the audit process with OSMS, FSC and ASI.
- vi) from the certification decision.

Then, the lead auditor gives to the applicant a copy of the nonconformity report along with confirmation of certification scope including address, sites, products, FSC claim etc is signed.

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5.4.3 Audit Report & Non-conformities and Corrective Actions

The Lead Auditor compiles the findings of the audit in the Audit Report. The audit team evaluates every identified non-compliance to determine whether it constitutes a minor or major non-compliance. Non-compliances lead to “corrective action requests” recorded in the Audit Report with specified deadlines. The CARs will be raised objectively against specific standard requirements against material and documented evidences.

5.4.3.1 Grading of non-conformities and timeline for closure

Non-conformities can be graded as Major and Minor. A non-compliance is considered minor if:

- it is a temporary lapse, OR
- it is unusual/non-systematic, OR
- the impacts of the non-compliance are limited in their temporal and organizational scale, OR
- it does not result in a fundamental failure to achieve the objective of the relevant requirement.

A Minor CAR can be closed within one year of Audit completion or the same will be escalated to Major CAR.

A non-compliance shall be considered **major** if, either alone or in combination with further non-compliances, it results in or is likely to result in a fundamental failure to achieve the objective of the relevant requirement in the Chain of Custody operation(s) within the scope of the evaluation. This kind of fundamental failure is indicated by non-compliances which:

- continue over a long period of time, OR
- are systematic, OR
- affect a wide range of the production, OR
- affect the integrity of the FSC system, OR
- are not corrected or adequately responded to by the responsible managers once they have been identified.

A Major CAR has to be closed within 3 months of audit completion date. So, all evidences of corrective and preventive actions are requested to be submitted with 75 days of audit so that they can be closed in a timely manner. Any open Major CAR will prevent issuance of certificate. A Major CAR open at any participating site will prevent the issuance of certificate for the entire group. Absence of signed e-TLA is considered as Major CAR. A certificate cannot be issued in case of open Major CAR or at any site in case of multi-site certification.

For Controlled Wood audits, supplier level CARs will lead to CAR for Certificate Holder.

Where OSMS identifies infringements of the <FSC-POL-01-004 Policy for Association>, it shall inform FSC International at dispute.resolution@fsc.org immediately.

The auditor may also identify the early stages of a problem which does not yet constitute a nonconformity, but which the auditor considers may lead to a future nonconformity if not

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addressed by the client. Such observations should be recorded in the audit report as 'observations' for the benefit of the auditee.

5.4.3.2 Audit Report

OSMS shall document its evaluation findings and conclusions in a report according to the requirements specified in this standard, regardless of whether or not a chain of custody certificate is issued. English is the standard language for Audit Report. The report is sent to Technical Reviewer.

6. Evaluation of FSC Controlled Wood standard implementation

Companies that source material without a FSC claim in order to sell it as FSC Controlled Wood or use it in the production of products with the FSC Mix label have to be in compliance with the requirements of the standard FSC-STD-40-005. This standard outlines the requirements for a Due Diligence System (DDS) for FSC Chain of Custody certified organizations in order to avoid material from unacceptable sources.

Ozone Sustainability Management Services (OSMS) will study the relevance, effectiveness and adequacy of DDS put in place by the organization as well as the risk assessments and control measures carried out by the organization in order to avoid material from unacceptable sources.

This evaluation will be led in 2 steps viz.:

- i) Off-site Evaluation
- ii) On-site Evaluation

6.1 Off-site Evaluation of DDS and Controlled Wood Supply Chain

The process starts with an off-site evaluation of the information provided by the applicant to verify that such information is complete, consistent, accurate, trustworthy and reliable.

A list of documents will be asked to the organization, including its written summary of DDS and its Chain of Custody procedures.

This documentation will be evaluated in order to evaluate relevance and adequacy of the DDS. Further, the DDS will be shared at the time of initial audit to elicit responses from stakeholders identified by the organization and OSMS. The stakeholder consultation will be at least for a period of 45 days, followed by compilation and review of comments and responses if required.

Risk assessments conducted by the organization for its existing supply areas will be evaluated as well as the adequacy of control measures decided by the organization as part of risk mitigation. In case of availability of approved CNRA or NRA for the area in question, the same will be referred.

At the end of the off-site evaluation, OSMS:-

- Evaluates the DDS procedure for the risk as mentioned in Company Risk Assessment or CNRA and the mitigation measures

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- Review whether the mitigation measures are adequate for the supply chain and area of sourcing;
- In case field verification is adapted as risk mitigation measure, planning is done for the on-site evaluation with a sampling (field verification at forest level or supplier/sub supplier level, control measures to be verified, documents to be sampled on site).

6.2 On-site Evaluation of Supply Area and Controlled Wood Supply Chain

During on-site Audit, OSMS will evaluate the effectiveness of DDS on the basis of operational aspects, by sampling documentation related to non-certified supplies of virgin material, supply chain and supply area, through interviews with stakeholders and, where applicable, forest evaluation, suppliers / sub supplier's evaluation etc.

7. Certificate Issuance and Registration on FSC database

7.1 Certification Decision

Upon approval of the audit report by Technical Reviewer, the Certification Decision maker signs off on the report and the evaluation report is finalized. Once OSMS has made a certification decision and finalized the evaluation report, it shall submit the evaluation report and communicate the certification decision to the organization.

For Controlled Wood certification, OSMS shall publish a certification summary for the controlled wood evaluation on the FSC database upon registration of the certification status.

The certification summary shall include at minimum:

- the contents of the evaluation report relevant to the evaluation of controlled wood
- a list of all nonconformities that the organization is required to correct in order to maintain its certification, including the time period within which corrective actions shall be made.

The maximum timeline of issuing a certificate is six (6) months of the completion of main evaluation for FSC COC certification, provided all Major CARs are closed.

Once the certificate decision is taken, the final report and checklist along with audit findings are communicated to the client. In case of negative certification decision, OSMS provides the reasons for this decision to the auditee.

OSMS shall not be obliged to grant or maintain certification, if the activities of the company is in conflict with the obligations of OSMS as specified in its accreditation contract with ASI, or which, in the sole opinion of OSMS, reflect badly on the reputation of OSMS. The client has the right to comment on the report and/or appeal against the certification decision within 14 days.

7.2 Certification Issuance

Once the Certificate decision is finalised, a certificate is issued and the organization is considered a FSC COC certificate holder from the day of Certification decision. A unique

certificate number and license code will be allocated to the Certificate Holder. OSMS will subsequently update the FSC database info.fsc.org with the information of the organization within a period of 3 working days of certificate issuance provided the site is operational.

The period of validity of a certificate is five (5) years. It may be extended for a single exceptional extension of up to six (6) months in order to permit re-evaluation to be completed, when justified by circumstances¹ beyond the control of the client and OSMS. The client shall record such circumstances and provide it to OSMS to be able to record it in its own FSC management system and update the entry in the FSC data base (info.fsc.org).

When the certificate is issued, the company can communicate on its certification and use the FSC label for promotional use or on-product labelling in accordance with trademark usage relevant standards.

OSMS may issue a Chain of Custody certificate before the company has taken physical possession of FSC or PEFC certified material. In case a non-conformity was identified at a “critical control point” during the certification audit, the client is obliged to notify OSMS as soon as FSC certified material is available or the production of FSC certified material has started. OSMS must then carry out an additional onsite audit within three (3) months following receipt of the first certified material. Such an additional audit is subject to additional costs. The audit is mandatory for maintaining the certificate.

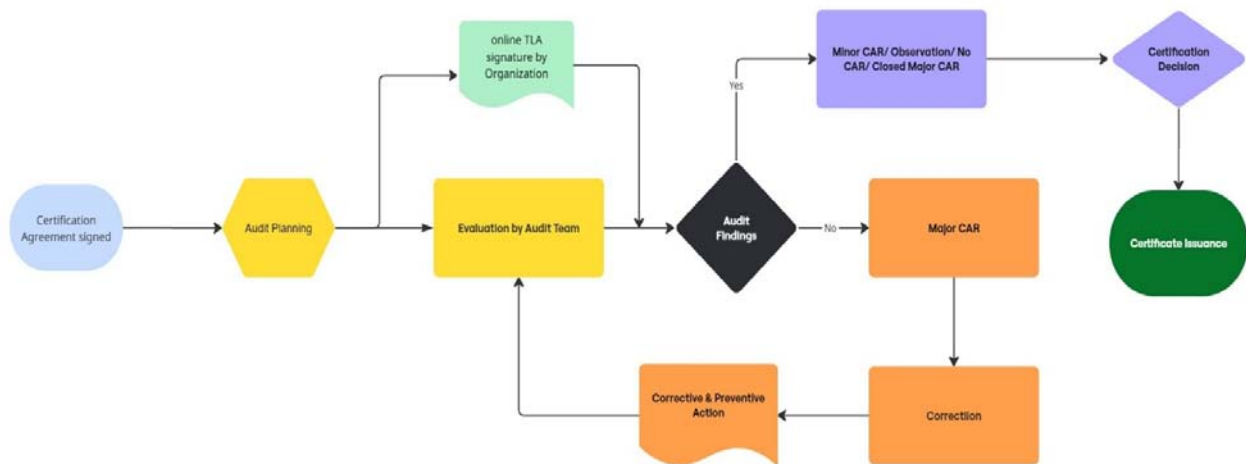


Figure 1. Flow chart for certification process.

8. Maintenance of Certificate

8.1 Annual Surveillance Audits:

- The objective of surveillance audit is to monitor the client’s continued conformance to all applicable certification requirements.
- The surveillance audit shall be performed at least annually.

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Note: In the context of surveillance “annually” is to be interpreted as follows: at least once per calendar year, but not later than 15 months after the last audit (determined by the date of the on-site audit or desk audit).

If a surveillance audit is not conducted within a calendar year, then the certificate will be suspended on the first calendar day of the next year.

For multiple and group of certification, the audit of the central office has to be performed every year. The audit of the sampling sites has to be performed maximum 15 month from the last audit of the Central Office.

- For a certificate that has a five-year validity, at least four surveillance evaluations shall take place before the certificate expires.

If 5 or more major CARs are issued, the certificate is suspended within ten (10) days of the certification decision being taken, if correction and corrective actions are provided during the duration by the Certificate Holder and reviewed and closed by OSMS. If Minor CAR from previous audit exceeds 12 months duration before closure, then the same will be escalated to Major CAR.

Once per year, before the surveillance audit, the certified company shall provide OSMS the list of “FSC certified products” purchased and sold with, when applicable, species, quantity and suppliers. The information is considered as strictly confidential.

The client is obliged to announce changes in the CoC system or legal status of the company to the audit team prior to the audit date, in order to ensure that audit planning can be updated in necessary.

If the certificate holder would like to include a new product in its FSC product group list, the related product description shall be provided to OSMS and formally asked to be included into the certification scope.

For multi-site certification, new sites can be applied for within the limit of expansion decided by OSMS.

Surveillance audits can coincide with transfer audits. In case of transfer cases, only the remaining surveillance audits for a five-year audit period will be conducted.

If required, a new application with revised details will be requested by OSMS

In the case of surveillance evaluations for Controlled Wood, the public certification summary shall include at least the following information:

- i. the date of the surveillance evaluation;
- ii. a description of any significant changes in the DDS;
- iii. a description of the actions taken by the organization to correct any nonconformities identified during previous evaluations;
- iv. OSMS’s conclusions as to whether the actions taken result in conformity to the applicable requirements, and if not, whether the remaining nonconformities are considered minor or major nonconformities;

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- v. a description of any further nonconformities identified as a result of the surveillance evaluation and conditions to correct all identified nonconformities;
- vi. the updated certification decision.

8.1.1 Certification Audit Decision for Surveillance Audit

OSMS shall only approve to maintain the certification when the organization:

- a) conforms and continues to conform with all the OSMS's and FSC's requirements for maintaining certification;
- b) conforms with all the OSMS's and FSC's requirements regarding claims, logos, certification marks or trademarks;
- c) closes all identified nonconformities in accordance with Clause e) for which the closure date is due;
- d) continues to pay all specified fees and costs in a timely manner;
- e) undergoes surveillance as determined by OSMS and as required by FSC
- f) holds a valid version of the TLA applicable to the corresponding operation model (single, multi-site, group), where the right to use the FSC trademarks is not suspended.

The certification decision of each surveillance evaluation will be recorded in the final audit report.

8.1.2 Waiver of Annual Surveillance Audits:

For operations or (sets of) sites that did not perform any activities under the scope of the CoC certificate since the previous FSC audit (did not produce, label, or sell any FSC-certified material) and did not source controlled material or sell any FSC controlled wood since the previous audit, surveillance audits may be waived in exceptional cases. In this case the Client shall submit a formal "request to waive the audit", based on a template provided by the OSMS. It is at the discretion of the OSMS to approve or reject waiving of the audit.

If the audit was waived, the client shall inform the OSMS about the restart of their FSC activities and shall be audited no later than three (3) months after the restart of their FSC activities. The OSMS cannot waive more than two consecutive surveillance audits.

Even if surveillance audit is waived, FSC Annual Accreditation Fees for the audit period is not waived.

8.2 Recertification Audits:

Recertification audits are conducted to renew existing certificates. Re-certification audit should be conducted at least two months prior to the expiry of the certificate, in order to ensure a continuous certification. During this audit OSMS makes a complete evaluation as a Main audit and a new certificate with updated Certification duration is issued. Transfer audits can coincide

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with recertification audit. In such cases, the clients will retain the original license code, provided there is no gap in renewal.

8.3 Additional Audits:

8.3.1 Audits with Higher Frequency

The organization may increase the frequency of the surveillance evaluation depending on factors such as:

- i) The scale of the operation (e.g. the area of a management unit, the quantity of production in the case of a manufacturer, or the value and/or volume turnover in the case of a trader);
- ii) the intensity of resource management in the case of a management unit (e.g. the frequency and level of timber harvest);
- iii) the complexity of the management system (e.g. the chain of custody control system);
- iv) results of risk assessment;
- v) the ecological or social sensitivity of the resource base to management intervention;
- vi) the experience and track record of the operators involved (managers and personnel, contractors);
- vii) the number and nature of any nonconformities identified by the OSMS;
- viii) the number and nature of any complaints submitted by stakeholders;
- ix) FSC/ ASI may request higher surveillance frequencies and/or for specified evaluation activities from certification bodies for certain geographical areas or certification services that are specified as “high integrity risk” as the result of an internal risk assessment

8.3.2 Unannounced or Short notice Audit

Short notice or unannounced audits can be carried out by OSMS in case there is a significant threat of breakdown of the client’s FSC CoC system, including complaints filed against the Client, suspicion of failure in the Chain of Custody system. OSMS can carry out at least one short-notice audit during the 5-year Audit cycle

The decision if such an audit is carried out is taken by OSMS. The Client is obliged to accept the audit and cooperate accordingly.

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8.3.3 Scope Addition Audit

The scope of the certificate can be modified (extended or reduced) under request of each parties (OSMS or the certificate holder) covering the following aspects:

- i) Addition of new activity (eg. Trading, printing etc)
- ii) Addition of new products
- iii) Addition of new FSC claims
- iv) Addition of new FSC Control System
- v) Addition of new site (s)
- vi) Addition of outsourcing subcontractor (s)

In case of scope extension, OSMS will ask the certificate holder to fill the application form with new scope details and submit the updated FSC and legal documents for review. OSMS reserves the right to inspect the site of the certificate holder. Any scope modification cannot extend the validity period of the certificate. Additional cost will entail as per the mandays required for the audit and a supplementary contract is signed for the purpose.

8.3.4 Special Audits

A special audit could be requested during the cycle of certification if OSMS intends to verify any additional points:

- i) Complaint received by OSMS
- ii) Request from FSC or ASI
- iii) Closure of Major non-conformities
- iv) Additional time to finish an audit (new high-risk contractors in its certificate scope, new Supply area for DDS, new organization to be audited, additional information to be collected, ...)
- v) Lifting of suspension or Blocked certificate etc.

Additional cost may entail as per the mandays required for the audit and a supplementary contract is signed for the purpose.

9. Use of FSC Trademarks and logos

9.1 OSMS is responsible for the approval of the FSC trademark use by their organization according to applicable FSC trademark use standard version for FSC-STD-50-001 v xxx and FSC Chain of Custody Standard 40-004 v xxx, relating to both on-product and promotional uses.

9.2 After a certificate is granted to the FSC Client and its details are published in FSC Database, the client receives access to the online FSC trademark generator through “FSC Brand Hub” <https://brandhub.fsc.org/>. The Client can create design templates with FSC trademarks with their own FSC licence number downloaded using this trademark generator. For use of each unique design of FSC on-product and promotional label, the same may be submitted for approval through the designated e-mail trademark.approval@ozonesustainability.com. The

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required layout, size and colour can be checked from latest version FSC Trademark Use standard FSC-STD-50-001 v xxx.

- 9.3** OSMS shall approve or reject in writing the FSC Client's request within 3 business days of final design submission (by e-mail). If OSMS needs to consult any special use of the trademark with the staff of FSC International, the Client shall be informed about the necessary extension of the deadline for the trademark approval. All trademark approval records shall be preserved by the Certificate Holder for the duration of the certificate.
- 9.4** The Certificate Holder may be allowed its own Self-approval process for FSC Trademark use if it fulfils the conditions of the trademark use management system specified in the Annex of the latest version FSC Trademark Use standard FSC-STD-50-001 v xxx. OSMS shall be responsible for the approval of the FSC trademark use by their organization according to <FSC-STD-50-001 Requirements for use of the FSC trademarks by certificate holders>, relating to both on-product and promotional uses
- 9.5** OSMS has the right and duty to use information, which is brought to its attention, to follow up on misuses of the FSC trademarks and of the intellectual property rights held by FSC. Such cases can result in a Special Audit and suspension of certificate. The same activities can be followed in surveillance and re evaluation audits.
- 9.6** The Certificate Holder shall comply with labelling requirements and consumer protection laws in those countries in which FSC-certified products and promotional materials are promoted, distributed, or sold by the Certificate holder and the onus of such compliance lies with the Certificate Holder only. FSC or OSMS are not liable for any infringement or penalty thereof.
- 9.7** The onus of FSC Trademark Approval in case of multi-site certification or Group Certification lies with the Certification Manager or Group Manager.
- 9.8** The organization shall not promote standards of other forestry certification schemes as equivalent to FSC standards.

10. Certification & Audit Fees

The costs of the certification process include:

- i) Audit fees including cost of on-site and offsite audit-mandays as per scope of audit
- ii) Administrative Fees covering the cost of processing the certification request
- iii) Travelling and accommodation cost of the audit team as per actual or fixed cost as agreed in contract

The fees as mentioned in i) to iii) are chargeable for each audit by OSMS. In addition, any additional audits like Scope Expansion Audit, Special Audit etc. are chargeable separately as per required mandays and supplementary contract will be signed on case-to-case basis.

OSMS will also invoice for FSC trademark use validation fees for each instance of FSC trademark approved for the organization.

- iv) Additionally, OSMS will collect FSC Annual Accreditation Fees on behalf of FSC. FSC Annual Accreditation Fees which is based on Annual turnover of all certified and

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uncertified forest products and products containing wood or fiber components (see AAF policy FSC-POL-20-005 online at fsc.org Document Centre). Presently, the FSC Annual Accreditation Fees is revised annually as per the global inflation rate determined by International Monetary Fund. The FSC Annual Accreditation Fees is charged as calculated for the corresponding turnover mentioned above in the latest version of AAF Policy FSC-POL-20-005. This fees is chargeable even if the FSC certificate is suspended or if surveillance audit is waived.

OSMS will invoice the costs under heads i) to iv) on an annual basis. In case of Audit Waiver, costs under heads i) to iii) will be waived.

The non-payment of the FSC Annual Accreditation Fees will lead to the certificate withdrawal.

11. Certificate suspension, withdrawal and termination, modification of scope

11.1 Termination of Certificate:

OSMS shall terminate the FSC COC Certificate of any organization in case of any one or more of the following circumstances:

- i) The certificate of a client may be terminated due to closure of non-conformities as per specified timelines.
- ii) OSMS may terminate certification by revocation or cancellation of the certification agreement for not following its contractual requirements including payment of FSC and OSMS fees.
- iii) For instances where the TLA has been terminated, OSMS shall terminate the affected certification within three (3) days of notification from FSC.
- iv) The certificate holder intentionally or through negligence discredit or damage the reputation of OSMS or FSC/ ASI.
- v) If OSMS terminates the certification of all the clients in a specific country or region without reduction in accreditation scope, it shall give the notifications of a minimum of six (6) months before termination to seek a new certification body.

11.2 Suspension and Withdrawal of Certificate:

OSMS can suspends the certificate if:

- i) The surveillance audit cannot be performed in the regular time specified in the General terms and conditions – Section 8.1
- ii) Five (5) or more major nonconformities are identified in a surveillance audit and not closed within 10 days of audit completion
- iii) The deadline for closing of the non-conformities is not met due to reasons caused by the Client
- iv) FSC Annual Audit Fees not paid by the Certificate Holder.

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- v) For instances where the granted rights to use the FSC trademarks are suspended, OSMS shall suspend the affected certification within three (3) days of notification from FSC.
- vi) In the event of the OSMS receiving evidence from FSC or ASI, of a breach of the client's certification agreement requirements, the OSMS shall suspend the client until the requirements are met by the organization (i.e. information or access is granted).

The client is informed about the suspension of the certificate by OSMS in writing latest within three (3) working days after the certification decision has been taken specifying the exact reason of suspension. The certificate status shall be updated as suspended in FSC database within three (3) days of the certification decision being taken.

The maximum period that a certificate may remain suspended is twelve (12) months. If suspension is not lifted within the specified time of 12 months, the certificate shall be withdrawn.

Upon justified and exceptional circumstances the suspension period may be extended to six (6) additional months to allow the client to correct nonconformities. A special audit may be conducted to close the Major Audit and lift the suspension. This audit may coincide with next Annual surveillance audit.

OSMS shall update the FSC database about the latest status of the certificate. A formal letter regarding termination/ suspension or withdrawal or certificate mentioning the specified date of certification decision will be issued within 7 working days underlying the details as follows:

- i) Confirm in writing the receipt and understanding of the information letter to OSMS;
- ii) cease to make any use of the FSC trademarks, or sell any products previously considered as FSC certified and/or labelled or marked using the FSC trademarks, or make any claims that imply that they comply with the requirements for certification;

In addition to the above, in case of withdrawal of a certificate, the client is required to:

- i) return the certificate to OSMS or destroy the original, and to destroy any electronic copies and hardcopies in his possession;
- ii) remove at his own expense all uses of the FSC name, initials, logo, trademarks from his products, documents, advertising or marketing materials

11.3 Modification of Certificate scope:

The Client may ask OSMS to change the scope of the certificate under circumstances as mentioned in Section 8.3.3. An onsite audit may be required to change the scope of the certificate. A change in certificate scope shall not result in an extension of the certificate's expiry date beyond the time period for which it was originally issued. If an updated certificate is issued, the old certificate shall be destroyed by the Client. The client is required to fill the application form highlighting the changed scope and a supplementary contract will be signed for the purpose.

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12. Complaints and Appeals

Details regarding the procedure for handling complaints and appeals are publicly available on the OSMS webpage or upon request.

OSMS has a complaints and appeals procedure in keeping with “FSC-PRO-10-008 Processing Complaints in the FSC Certification Scheme” that allows it to receive, evaluate and make decisions on complaints and appeals in keeping with the requirements below:

- i) to allow the aggrieved party the opportunity to present the complaint or appeal to an entity (person(s), group or committee) which shall be within the organization’s contractual (e.g. employee) or organizational control (e.g. committee);
- ii) to require the complainant or appellant to include a clear description of the complaint or appeal, evidence to support each element or aspect of the complaint or appeal, and the name and contact information of the submitter.

OSMS shall respond to complaints and appeals in the same language that is used in the public summary certification report or shall agree with the complainant on the language used.

OSMS shall retain the anonymity of the complainant in relation to the organization, if this is requested by the complainant.

OSMS shall treat anonymous complaints and expressions of dissatisfaction that are not substantiated as complaints as stakeholder comments and address these during the next evaluation

An appeal can be initiated if the appellant does not agree with OSMS regarding:

- i) a decision made by Bureau Veritas Certification
- ii) a grade of NCR and no agreement possible between the auditor and the client
- iii) a NCR raised and no agreement possible between the auditor and the client
- iv) a rejection of corrective action proposed by the client and no agreement between the auditor and the client
- v) a decision made by OSMS following the management of its complaint

In case of appeal, the formal appeal shall be transmitted to Impartiality Committee of OSMS for further consideration. Such appeals will be received at integrity@ozonesustainability.com and the same will be explained by Lead Auditor during opening meeting.

An appeal may be filed within 14 calendar days after the written notification about a certification decision is received by the Client.

OSMS shall seek a timely resolution of complaints and appeals, in particular to:

- i) acknowledge receipt of a complaint or appeal;
- ii) provide an initial response, including an outline of the OSMS's proposed course of action to follow up on the complaint or appeal, within two (2) weeks of receiving a complaint or appeal;
- iii) keep the complainant(s)/ appellant(s) informed of progress in evaluating the complaint/ appeal;

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iv) investigate the allegations and specify all its proposed actions in conclusion to the complaint or appeal within three (3) months of receiving the complaint or appeal

v) However, in case of persistent complaints, the timeline may be extended OSMS shall notify the complainant when the complaint is considered to be closed, meaning that the organization has gathered and verified all necessary information, investigated the allegations, taken a decision on the complaint and responded to the complainant.

- 1) A complainant(s)/ appellant(s) shall be offered the opportunity to refer their complaint to ASI, if the issue has not been resolved through the full implementation of the organization's own procedures, or if the complainant(s)/ appellant(s) disagrees with the conclusions reached by the organization and/ or is dissatisfied by the way the organization handled the complaint/appeal. As the ultimate step, the complaint(s)/ appellant(s) may be referred to FSC.

All complaints can be communicated to the integrity@ozonesustainability.com

OSMS shall register all complaints with FSC. Further, the organization shall provide an annual overview of all complaints received and their summary for a calendar year in the first quarter (Quarter 1) of following calendar year at dispute.resolution@fsc.org.

13. Certification Records

Accurate, complete and legible certification records of all clients from Application forms to withdrawal/ termination of certificate and all stages of FSC COC Certification process in between will be preserved by OSMS for a period of five years OSMS beyond the validity of certificates following applicable data protection regulations and the records shall be readily available for evaluation by the accreditation body and ASI.

14. Managing changes in FSC certification process and FSC normative documents

OSMS shall inform the Client by e-mail about substantial changes in its certification and auditing procedures and/or about changes in the FSC standards, normative documents, interpretations and requirements relevant to the certification.

OSMS reserves the rights to revise the relevant requirements of certification within the period of validity of the certificate and the same will be informed to the Certificate Holders within 10 working days. OSMS will inform the relevant Clients within 10 working days about the change of the FSC accreditation scope or its status and if the client has to seek a new FSC-accredited OSMS within six (6) months to keep their certificate valid.

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15. Validity and accessibility of the document

Existing contractual relationships are governed by the respectively valid versions of this document. Up-to-date versions of the General Terms and Conditions for FSC Chain of Custody Certification can be accessed on the OSMS website or upon request.

These General Terms and Conditions shall come in force on Approval date. They shall cease to apply as soon as new General Terms and Conditions come in force.