NEPCon Certification Agreement

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

NEPCon OÜ, an Estonian limited liability company ("NEPCon"); registration number 10835645; VAT number EE100736494; address Filosoofi 31, Tartu, Estonia.

AND

full legal name of the client ("Organisation"); registration number (please enter registration number) Click here to enter text.; VAT number (if different, please enter VAT number); Click here to enter text. address of the client.

NEPCon 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 capitalized:

Accreditation Body – refers to any authoritative or third-party body that performs accreditation or approval of NEPCon 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 – refers to the document provided to the Organisation by NEPCon to allow the Organisation to plan and prepare for the audit. The Audit Plan details the audit duration, audit location, audit criteria, audit team composition, audit agenda, and any other relevant information. The Audit Plan is incorporated by reference into this

NEPCon Certificeringsaftale

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

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

OG

full legal name of the client ("Organisationen"); CVR: Click here to enter text.; momsnr. (hvis forskelligt fra CVR): Click here to enter text.; Adresse Click here to enter text.

Begge parter 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 NEPCon 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 - henviser til det dokument, som NEPCon 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. Auditplanen er

Agreement.

Certification Requirements – refers to policies, standards, procedures, directives, and any other normative documents applicable to the certification of the Organisation. The current versions of all normative documents can be found on NEPCon's and/or the relevant Certification Scheme Owner's website. NEPCon also maintains Service Fact Sheets that include additional conditions and information related to specific certification and verification services.

Certification Scheme Owner – refers to the organisation responsible for developing and maintaining a certification system for those certification services provided by NEPCon, e.g., Forest Stewardship Council® (FSC), Programme for the Endorsement of Forest Certification (PEFC), Sustainable Biomass Program (SBP), etc. For certain certification and verification services NEPCon offers, NEPCon is accredited or recognized by a third-party organisation.

Certification Scope – defines the boundaries and extent of the certification in relation to the activities, sites, processes and products of the Organisation. The scope of the Organization certificate is detailed in the latest certification report prepared by NEPCon or on the NEPCon website or on the website of the Certification Scheme Owner.

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

EU Timber Regulation – REGULATION (EU) No 995/2010 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20

integreret ved henvisning i denne Aftale.

Certificeringskrav - henviser til politikker, standarder, procedurer, direktiver og andre normative dokumenter, der er relevante i forbindelse med certificering af Organisationen. De gældende versioner af alle normative dokumenter findes på NEPCons og/eller den relevante Certificeringsordning-ejers hjemmeside. NEPCon vedligeholder også Service Fact Sheets, der indeholder yderligere betingelser og informationer vedrørende specifikke certificerings- og verifikationstjenester.

Certificeringsordning-ejer - henviser til den organisation, der er ansvarlig for at udvikle og vedligeholde et certificeringssystem for de certificeringstjenester, der leveres af NEPCon, f.eks. Forest Stewardship Council® (FSC), Programme for the Endorsement of Forest Certification (PEFC), Sustainable Biomass Program (SBP), m.fl. For visse af de certificerings- og verifikationsydelser som NEPCon tilbyder, er NEPCon akkrediteret eller godkendt af en tredjeparts-organisation.

Certifikatets Omfang – afgrænser og definerer hvad certifikatet dækker, herunder hvilke af Organisationens aktiviteter, lokaliteter, processer og produkter, som er omfattet af certificering. Certifikatets Omfang er enten angivet i den seneste certificeringsrapport udarbejdet af NEPCon eller på NEPCons eller Certificeringsordning-ejerens hjemmeside.

Kompetente Myndigheder - Nationale myndigheder, der er ansvarlige for implementeringen af den Europæiske Unions (EU) Tømmerforordning i hver EU-medlemsstat.

EU's Tømmerforordning - EUROPA-PARLAMENTETS OG RÅDETS FORORDNING (EU) Nr. 995/2010 af

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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 – NEPCon 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. Organisation conformance to the NEPCon LegalSource™ certification requirements is a pre-requisite to use NEPCon as a Monitoring Organisation. Appendix A outlines specific requirements that are only applicable to organisations that want to use NEPCon as a Monitoring Organisation; Appendix A is not applicable for other situations. Organisations applying for Monitoring Organisation services shall agree to all clauses in this Agreement, including Appendix A.

Monitoring Services – refers to any service provided by NEPCon where NEPCon formally acts as the Monitoring Organisation of the Organisation. For consistency the term certification services also refer to monitoring services, where this is applicable.

NEPCon – refers to NEPCon OÜ, a limited liability organisation registered in Tartu, Estonia, and wholly owned daughter company of the non-profit organisation Nature Economy and People Connected (NEPCon), registered in Denmark under the registration number 18044633. Services covered by this Agreement may be offered by NEPCon, NEPCon OÜ or by any of NEPCon's other daughter companies (together, "NEPCon"). NEPCon OÜ retains all of the primary certification functions and responsibilities for certification and

20. oktober 2010 om fastsættelse af krav til virksomheder, der bringer træ og træprodukter i omsætning, og eventuelle andre delegerede forordninger som gældende.

Overvågningsorgan - NEPCon er anerkendt af Europa-Kommissionen som Overvågningsorgan i henhold til EU's Tømmerforordning. Overvågningsorganets rolle er at levere og verificere implementering af due diligence-systemer, der opfylder kravene i EU-forordning 995/2010. For at kunne bruge NEPCon som Overvågningsorgan skal Organisationen efterleve NEPCon LegalSource™ certificeringskrav. Bilag A beskriver specifikke krav, som kun gælder for organisationer, der ønsker at bruge NEPCon som Overvågningsorgan; Bilag A gælder ikke for andre situationer. Organisationer, der ansøger om Overvågningsorgan-tjenester, skal acceptere alle klausuler i denne Aftale, herunder Bilag A.

Overvågningstjenester - henviser til enhver tjeneste, der leveres af NEPCon, hvor NEPCon formelt fungerer som Organisationens Overvågningsorgan. Udtrykket certificeringstjenester henviser også til overvågningstjenester, hvor dette er relevant.

NEPCon – henviser til NEPCon OÜ, et aktieselskab registreret i Tartu, Estland, som er et datterselskab ejet 100% af non-profit organisationen Nature Economy and People Connected (NEPCon), der er registreret i Denmark med CVR-nr. 18044633. Tjenesteydelser omfattet af denne Aftale kan leveres af NEPCon, NEPCon OÜ eller andre af NEPCons datterselskaber (kollektive benævnt „NEPCon"). I tilfælde, hvor NEPCon OÜ fungerer som certificerings-organ, varetager NEPCon OÜ det primære ansvar

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verification services where NEPCon OÜ is the certification body.

Proposal – refers to the written document specifying the scope and costs of the services to be provided by NEPCon, signed and accepted by the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the scope or cost of services provided are incorporated by reference into this Agreement.

Termination (of certificate) – refers to a case where the certificate is permanently withdrawn. Termination can be voluntary (requested by the Organisation) or initiated by NEPCon.

Suspension (of certificate) – refers to a case where the validity of the certificate is temporarily suspended. Suspension can be voluntary (requested by the Organisation) or initiated by NEPCon. No claims may be made by the Organisation in relation to the certificate, certified products or certified status while the certificate is Suspended. The certificate may be reinstated based on a reinstatement audit.

2. General information

2.1 NEPCon has adopted and implemented the following five policies, all available at www.nepcon.org:

a) The **Anti-Corruption Policy** establishes controls to ensure that personnel behave in an ethical manner and NEPCon complies with all applicable laws to prevent acts of bribery, corruption, and fraud;
b) the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard NEPCon impartiality in all certification activities;

for alle certificeringsorganets funktioner.

Tilbud - henviser til det skriftlige dokument, der angiver omfanget af og omkostningerne for de tjenester, som skal leveres af NEPCon, underskrevet og accepteret af Organisationen. Tilbuddet samt eventuelle ændringer af Tilbuddet for at afspejle ændringer i omfang eller omkostninger af ydelser er integreret ved henvisning i denne Aftale.

Terminering (af certifikat) – henviser til tilfælde, hvor et certifikat termineres permanent. Terminering kan ske på frivillig basis (på Organisationens anmodning) eller på NEPCons initiativ.

Suspendering (af certifikat) – henviser til tilfælde hvor certifikatets gyldighed suspenderes midlertidigt. Suspendering kan være frivillig (på Organisationens anmodning) eller ske på NEPCons initiativ. Organisationen må ikke bruge udsagn eller betegnelser vedrørende certifikatet, certificerede produkter eller certificerings-status, så længe certifikatet er Suspenderet. Certifikatet kan genaktiveres på grundlag af et særligt audit.

2. Generel information

2.1 NEPCon har vedtaget og implementeret følgende fem politikker, der alle er tilgængelige på www.nepcon.org:

a) **Anti-korruptionspolitik** - etablerer kontrolmekanismer til at sikre, at personalet optræder etisk og at NEPCon overholder al gældende lovgivning, der skal forhindre bestikkelse, korruption og svig;
b) **Uvildighedspolitik** - definerer interessekonflikter samt de foranstaltninger, der er truffet for at sikre NEPCons uvildighed i alle

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c) the **Confidentiality Policy** safeguards the confidentiality of any applicable Organisation information;
d) the **Dispute Resolution Policy** describes the way in which NEPCon handles any disputes raised, including any appeals or complaints submitted to NEPCon 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 NEPCon reserves the right to disassociate itself from any organisation which is in violation of the principles of this policy.

2.2 NEPCon maintains information about its management, structure, activities, and people responsible for key decisions related to certification at www.nepcon.org.

3. Obligations of NEPCon

3.1. NEPCon agrees to:

a) maintain the necessary systems, competence and qualified personnel to conduct the audits under the offered certification services;
b) maintain the required accreditations, authorisations, or recognitions to carry out the certification services it offers;

c) provide the public with information about the certification services offered and NEPCon policies, all available at www.nepcon.org;
d) prepare and submit an audit report to the client which forms the basis for a decision to issue, maintain, Suspend or Terminate a certificate. The Organisation will be provided the opportunity to review the report before the decision is taken; and

certificeringsaktiviteter;
c) **Fortrolighedspolitik** - sikrer fortroligheden af alle relevante oplysninger om Organisationen;
d) **Konflikthåndteringspolitik** - beskriver den måde, hvorpå NEPCon håndterer eventuelle uenigheder, herunder eventuelle klager eller appeller som Organisationen (eller enhver anden interessent) har indgivet til NEPCon, samt beskriver processen for at løse sådanne konflikter; og
e) **Politik for samarbejde**, i hvilken NEPCon forbeholder sig retten til at afbryde samarbejdet med organisationer, der er i konflikt med de grundlæggende principper beskrevet i dokumentet.

2.2 NEPCon offentliggør information om dens ledelse, struktur, aktiviteter og personer, der er ansvarlige for centrale beslutninger vedrørende certificering, på hjemmesiden www.nepcon.org.

3. NEPCons forpligtelser

3.1. NEPCon vil:

a) opretholde systemer, kompetencer og kvalificeret personale nødvendige for gennemførelse af auditering under de tilbudte certificeringstjenester;
b) opretholde de akkrediteringer, godkendelser eller anerkendelser, som er nødvendige for at kunne udføre de certificeringstjenester, vi tilbyder;
c) offentliggøre information om de certificeringstjenester, vi tilbyder, samt om NEPCons politikker på hjemmesiden www.nepcon.org;
d) udarbejde og levere en auditrapport til kunden, som danner grundlag for en beslutning om at udstede, opretholde, Suspendere eller Terminere et certifikat. Organisationen vil have mulighed for at gennemgå rapporten, før beslutningen træffes; og

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e) make the information about the certified status of the Organisation and the certificate scope publicly available through the public database designated by the Certification Scheme Owner or on NEPCon's website or both.

3.2 In case the scope of NEPCon's accreditation or recognition is reduced, Suspended or Terminated, NEPCon will inform the Organisation within thirty (30) days. The Organisation shall have 6 months from the date of any such reduction, Suspension, or Termination to transfer its valid certificates to another accredited certification body.

4. Obligations of Organisation

4.1 The Organisation agrees to:

a) disclose any current or previous applications for certification or certifications held within the last five years;

b) conform to all the 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;

c) cooperate with NEPCon 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 NEPCon, Certification Scheme Owner, or Accreditation Body personnel or authorized representatives access to any facilities, information, documents and personnel and to the Organisation's subcontractors, insofar as it is necessary to evaluate and verify

e) gøre oplysninger om Organisationens certificeringsstatus og certifikatets afgrænsning offentligt tilgængelige via den offentlige database udpeget af Certificeringsordning-ejeren eller på NEPCons hjemmeside eller begge dele.

3.2 I tilfælde af, at omfanget af NEPCons akkreditering eller godkendelse reduceres, Suspenderes eller Termineres, vil NEPCon informere Organisationen herom inden for tredive (30) kalenderdage. Organisationen vil derefter have 6 måneder fra datoen for en sådan reducering, Suspendering eller Terminering til at overføre sine gyldige certifikater til et andet akkrediteret certificeringsorgan.

4. Organisationens forpligtelser

4.1 Organisationen vil:

a) offentliggøre eventuelle nuværende eller tidligere ansøgninger om certificering eller opnåede certificeringer i løbet af de sidste fem år;

b) opfylde alle Certificeringskravene, som eventuelt kan ændre sig fra tid til anden, og opfylde reviderede Certificeringskrav inden for de angivne tidsrammer;

c) samarbejde med NEPCon eller, hvis relevant, Certificeringsordning-ejeren eller Akkrediteringsorganet, om planlægning og gennemførelse af audits, samt deltagelse af observatører hvis det er relevant;

d) give NEPCons, Certificeringsordning-ejerens eller Akkrediteringsorganets personale eller autoriserede repræsentanter adgang til alle faciliteter, informationer, dokumenter og personale samt til Organisationens underleverandører, for så vidt som det

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compliance of the Organisation with the Certification Requirements. NEPCon and the Certification Scheme Owner shall have the right to use and process any information relating to the Organisation or provided by the Organisation. For Sustainable Biomass Program applicants and subsequent certificate holders only this information includes but is not limited to: any Supply Base Report; NEPCon public summary reports; data required by Sustainable Biomass Program for greenhouse gas calculations and regulatory reporting; and any data required by Sustainable Biomass Program to be supplied to the Organisation's customers with each batch of biomass sold;

er nødvendigt for at kunne evaluere og verificere Organisationens overholdelse af Certificeringskravene. NEPCon og Certificeringsordning-ejeren skal have ret til at anvende og behandle enhver information der vedrører Organisationen eller er stillet til rådighed af Organisationen. For ansøgere til Sustainable Biomass Program og senere certifikat-indehavere omfatter denne information, men er ikke begrænset til: Supply Base Reports; offentlige rapporter udarbejdet af NEPCon; data, der kræves af Sustainable Biomass Program i forbindelse med beregning af drivhusgasser og forskriftsmæssige krav om rapportering; samt alle data, som Sustainable Biomass Program kræver leveret til Organisationens kunder med hvert parti solgt biomasse;

e) undergo surveillance audits, as determined by NEPCon. 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 and are incorporated by reference herein;

e) undergå audits, som fastsat af NEPCon. Oplysninger om audits, herunder varighed, lokalitet og auditholdets sammensætning, findes i individuelle Auditplaner, der fremsendes til Organisationen forud for hvert audit og er integreret heri ved henvisning;

f) acknowledge that NEPCon reserves the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance and/or protect the integrity of NEPCon'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 NEPCon to facilitate such visits and to disclose all information required to conduct the evaluation;

f) anerkende, at NEPCon forbeholder sig retten til at foretage besøg med kort varsel samt uanmeldte besøg på lokaliteter, når det anses for nødvendigt for at kunne verificere overensstemmelse og/eller beskytte integriteten af NEPCons og Certificeringsordning-ejerens omdømme og tilhørende varemærker og logoer. Organisationen vil samarbejde med NEPCon for at lette sådanne besøg og vil fremlægge alle de oplysninger, der er nødvendige for at gennemføre evalueringen;

g) address any non-conformities identified by NEPCon or other parties (such as Accreditation Bodies) in relation to the

g) rette eventuelle afvigelser identificeret af NEPCon eller andre parter (såsom Akkrediteringsorganer) i forhold til

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Certification Requirements, within the timeframes specified and in an appropriate manner, and to make related evidence accessible to NEPCon;

h) make any copies of certification documents (for example, certification reports or certificates) provided to others available in their entirety, or to such an extent as to avoid misleading those receiving the certification documents;

i) handle any complaints per NEPCon's Dispute Resolution Policy, which only if not resolved shall then be referred to the Accreditation Body or Certification Scheme Owner, and keep a record of any complaints it receives in relation to its conformance with the Certification Requirements, respond to the complaints, to take appropriate actions and to maintain written records of the actions taken and the final outcome of the complaint. The Organisation shall make these records available to NEPCon upon request; and

j) not to undertake any activities or make any claims, which may harm the reputation of NEPCon, Accreditation Body or the Certification Scheme Owner.

4.2 The Organisation agrees to notify NEPCon as soon as possible, and no later than ten (10) working days, of any fundamental changes which 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

Certificeringskravene, inden for de fastlagte frister og på passende vis, og stille dokumentation for rettelserne til rådighed for NEPCon;

h) stille kopier af certificerings-dokumenter (f.eks. certificerings-rapporter eller certifikater), der videregives til andre, til rådighed i deres helhed eller i et tilstrækkeligt omfang til at undgå at vildlede de, der modtager certificeringsdokumenterne;

i) håndtere eventuelle klager i overensstemmelse med NEPCons Konflikthåndteringspolitik – kun hvis de ikke kan løses på denne vis henvises klager til Akkrediterings-organet eller Certificeringsordning-ejeren – og føre et register over eventuelle klager, der modtages i forbindelse med Organisationens opfyldelse af Certificeringskravene, reagere på klagerne, træffe passende foranstaltninger, og føre skriftlige optegnelser over foranstaltninger, der er truffet, samt det endelige resultat af klagen. Organisationen skal stille disse optegnelser til rådighed for NEPCon på anmodning; og

j) ikke udføre aktiviteter eller fremsætte påstande, som kan skade NEPCons, Akkrediteringsorganets eller Certificeringsordning-ejerens omdømme.

4.2 Organisationen vil hurtigst muligt og indenfor ti (10) arbejdsdage informere NEPCon om grundlæggende ændringer som eventuelt kan påvirke dens evne til at opfylde Certificeringskravene. Sådanne ændringer kan omfatte, men er ikke begrænset til, ændringer indenfor:

a) Organisationens ejerskab eller juridiske status;
b) organisations- og ledelsesstruktur;
c) produktionsprocesser, produkter eller

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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 know or consider by NEPCon during the preparation of the Proposal and which requires additional site visits or further investigation. The service scope and costs are detailed in the written Proposal sent to the Organisation by NEPCon, and incorporated by reference herein. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, are confirmed with the Organisation before 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 according to the schedule determined by the Certification Scheme Owner and/or Accreditation Body. Organisation acknowledges that the Certification Scheme Owner and/or Accreditation body may amend its fees from time to time and such amendments are not within the control of NEPCon.

6. Certificate validity and scope

6.1 The basis for issuing a certificate is a positive

produktlinjer;
d) insolvens, fallit, lukning eller lignende hændelser;
e) produktionssteder; 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 vil betale omkostninger forbundet med alle audits og auditaktiviteter, herunder uventede auditomkostninger, der skyldes opdagelse eller offentliggørelse af oplysninger, som NEPCon ikke kendte til eller ikke tog i betragtning under udarbejdelsen af Tilbuddet, og som nødvendiggør yderligere besøg eller yderligere undersøgelser. Tjenesteomfanget og omkostningerne er beskrevet i det skriftlige Tilbud, som NEPCon har sendt til Organisationen, og er integreret heri ved henvisning. Alle omkostninger, bortset fra omkostninger i forbindelse med uanmeldte besøg på stedet som angivet i punkt 4.1 f) ovenfor, bekræftes af Organisationen, før Organisationen bliver forpligtet til at betale omkostningerne.

5.2 Organisationen vil betale alle gebyrer, der kræves af den relevante Certificeringsordning-ejer og/eller Akkrediteringsorgan i overensstemmelse med tidsfristerne fastlagt af Certificeringsordning-ejeren og/eller Akkrediteringsorganet. Organisationen anerkender, at Certificeringsordning-ejeren og/eller Akkrediteringsorganet kan ændre deres gebyrer fra tid til anden, og at sådanne ændringer ikke er under NEPCons kontrol.

6. Certificeringens gyldighed og omfang

6.1 Grundlaget for udstedelse af et certifikat er

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certification decision, which is taken by an appointed NEPCon personnel. The certification decision is made taking into account the certification report and the recommendation of the audit team. NEPCon has the right to delay or postpone its certification decision 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 NEPCon, could affect the outcome of its evaluation.

en positiv beslutning om certificering. Beslutningen tages af de medarbejdere, der er udpeget hertil af NEPCon. Beslutningen træffes på grundlag af certificeringsrapporten og auditholdets anbefaling. NEPCon 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 NEPCon kunne påvirke resultatet af evalueringen.

6.2 The Organisation acknowledges that the certification process is not complete until the Organisation has been issued a certificate registration code by NEPCon. The certificate registration code will be issued upon a positive certification decision being reached and once this Agreement has been signed and all pending costs and fees have been paid.

6.2 Organisation anerkender, at certificerings-processen først er tilendebragt, når Organisationen har modtaget en certificeringskode fra NEPCon. Certificeringskoden udstedes på grundlag af en positiv beslutning om certificering, og først når denne aftale er underskrevet og alle omkostninger og afgifter er betalt.

6.3 The Organisation acknowledges that NEPCon 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.

6.3 Organisationen anerkender, at NEPCon 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.

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 re-assessment is required. A new certificate is issued upon the Organisation achieving a positive certification decision. In order to avoid a gap in certification, the re-assessment shall be conducted and the new certificate shall be issued, prior to the Termination date of the existing certificate.

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 reevaluering. 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.

6.5 NEPCon will send a notification directly to the Organisation announcing issuance, Suspension or Termination of any

6.5 NEPCon sender en meddelelse direkte til Organisationen for at underrette den om udstedelse, Suspendering eller

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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.

6.6 The Organisation agrees that NEPCon is not obligated to issue or maintain certification if the activities of the Organisation conflict with the obligations of NEPCon as specified in its accreditation agreement with an Accreditation Body, or which, in the sole opinion of NEPCon reflect badly on the good name of NEPCon.

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.

6.8 The Organisation agrees to notify NEPCon about any desired changes to the Certification Scope before these changes are implemented. NEPCon will evaluate the need for additional audit activities, if any, and will agree with the Organisation the steps that need to be taken before the scope can be changed.

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

7. Certificate termination and suspension

7.1 Upon written notice to Organisation, NEPCon may Terminate or Suspend a certificate on any of the grounds listed in section 11.2.

7.2 Upon Suspension or Termination of the certificate, the Organisation agrees to immediately take the following steps:

Terminering af certifikater. Organisationen anerkender, at sådanne meddelelser også er grundlaget for at formidle ændringer i gyldigheden og antallet af certifikater i henhold til denne Aftale.

6.6 Organisationen er indforstået med, at NEPCon ikke er forpligtet til at udstede eller opretholde certificering, hvis Organisationens aktiviteter er i strid med NEPCons forpligtelser som angivet i dens akkrediteringsaftale med et Akkrediterings-organ, eller efter NEPCons mening reflekterer dårligt på NEPCon.

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.

6.8 Organisationen vil informere NEPCon om eventuelle ønsker om ændringer i Certifikatets Omfang, før ændringerne implementeres. NEPCon vil herefter evaluere behovet for 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 NEPCon, i overensstemmelse med NEPCons og Certificeringsordning-ejerens politikker og procedurer.

7. Terminering og suspendering af certifikat

7.1 Efter skriftlig meddelelse til Organisationen kan NEPCon Terminere eller Suspendere et certifikat af de grunde, der er anført i afsnit 11.2.

7.2 Ved Suspendering eller Terminering af certifikatet vil organisationen omgående tage følgende skridt:

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a) cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
b) cease usage of any claims, labelling or advertising in relation to its certification and certified status;
c) at its own expense remove all uses of names, initials, logos, certification marks or other trademarks of NEPCon and the Certification Scheme Owner from its products, documents, advertising and/or marketing materials, and business-to-business communications;
d) where required by the Certification Scheme Owner or NEPCon, inform relevant customers about the Suspension or Termination within three (3) days of Suspension or Termination, and maintain records of such notification;
e) to destroy the issued original certificate and all copies; and
f) cooperate with NEPCon 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 NEPCon 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

a) ophøre med at sælge produkter som certificerede (relevant ved produkt-certificering) samt tage skridt til at fjerne al relateret information;
b) ophøre med at anvende betegnelser, labels eller markedsføring vedrørende dens certificering eller certificerings-status;
c) for egen regning fjerne al anvendelse af navne, initialer, logoer, certificeringsmærker samt andre af NEPCons og Certificeringsordning-ejerens varemærker fra produkter, dokumenter, marketing- og/eller PR-materialer samt business-to-business kommunikation;
d) hvis Certificeringsordning-ejeren eller NEPCon kræver det, informere relevante kunder om Suspenderingen eller Termineringen inden for tre (3) dage efter Suspenderingen eller Termineringen og føre fortegnelser over en sådan meddelelse;
e) destruere det udstedte originale certifikat og alle kopier deraf;
f) samarbejde med NEPCon og den relevante Certificeringsordning-ejer 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 NEPCon og Certificeringsordning-ejerens 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

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of its certification to relate only to conformance to the relevant Certification Requirements and not in relation to any other characteristics.

8.3 The Organisation shall ensure that any public usage of the name, logo or trademarks of NEPCon, the Certification Scheme Owner or the Accreditation Body shall be previously reviewed and approved in writing by NEPCon if applicable.

8.4 The Organisation acknowledges the Certification Scheme Owner's intellectual property rights and that the Certification Scheme Owner 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.

8.5 NEPCon reserves the right to follow-up on information obtained regarding infringements of a Certification Scheme Owner's or Accreditation Body's trademarks or intellectual property rights.

9. Confidentiality and public information

9.1 Neither party to this Agreement shall disclose or publish any information identified as confidential by either party, without consent of the other party, except in the following cases:

a) the information is required to be made publicly available by the Certification Scheme Owner or the Accreditation Body;
b) the information is already available in the public domain; or
c) it is legally required to disclose the information.

9.2 The Organisation agrees that NEPCon

omtalen af sin certificering til overholdelse af de relevante Certificeringskrav, og ikke til andre aspekter.

8.3 Organisationen skal sikre sig at al offentlig brug af NEPCons, Certificeringsordning-ejerens eller Akkrediteringsorganets navn, logo eller varemærker vurderes og forhåndsgodkendes skriftligt af NEPCon, hvis relevant.

8.4 Organisationen anerkender Certificerings-ordning-ejerens intellektuelle ejendoms-rettigheder, samt at Certificeringsordning-ejeren fortsat skal beholde fuldt ejerskab af de intellektuelle ejendomsrettigheder, og at intet skal anses for at udgøre en ret til, at kunden kan anvende eller forårsage anvendelse af nogen af de intellektuelle ejendomsrettigheder.

8.5 NEPCon forbeholder sig retten til at følge op på oplysninger vedrørende krænkelser af varemærker eller intellektuelle ejendomsrettigheder, der tilhører en Certificeringsordning-ejer eller et Akkrediteringsorgan.

9. Fortrolighed og offentligt tilgængelig information

9.1 Ingen af parterne i denne Aftale må videregive eller offentliggøre information, der er klassificeret som fortrolig af en af parterne, uden samtykke fra den anden part, med undtagelse af følgende tilfælde:

a) enten Certificeringsordning-ejeren eller Akkrediteringsorganet kræver informationen offentliggjort;
b) informationen er i forvejen tilgængelig i det offentlige rum; eller
c) der er et lovkrav om at offentliggøre informationen.

9.2 Organisationen er indforstået med, at

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designated personnel, as well as personnel and authorized 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 NEPCon or the certification of Organisation hereunder in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorized representatives accompanying NEPCon designated personnel at audits.

9.3 In so far as it is necessary for NEPCon or the Certification Scheme Owner to perform their obligations under this Agreement, NEPCon and the Certification Scheme Owner shall be entitled and authorized to process the Organisation's personal and business data in accordance with European Union General Data Protection Regulation 2016/679 and any other applicable data protection legislation.

9.4 NEPCon may produce public summaries of an Organisation's certificate(s) or audit reports and publish on NEPCon's website or the Certification Scheme Owner or Accreditation Body's website for public disclosure.

10. Limitation of liability and indemnification

10.1 For the purposes of this Agreement, "Damages" means any claims, demands, causes of action, damages, judgments or settlements, including without limitation, attorney's fees and court costs.

10.2 The Organisation agrees that NEPCon is not liable to the Organisation, any customer of the Organisation or any other person or entity for any Damages resulting directly or

personale udpeget af NEPCon samt personale og autoriserede repræsentanter for Certificeringsordning-ejeren 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 NEPCon eller certificering af Organisation, herunder for at kunne vurdere organisationens opfyldelse af Certificeringskravene. Dette kan omfatte ovennævnte personale eller autoriserede repræsentanter, der ledsager NEPCon-udpeget personale ved audits.

9.3 For så vidt som det er nødvendigt for NEPCon eller Certificeringsordning-ejeren for at opfylde deres forpligtelser i henhold til denne Aftale, har NEPCon og Certificeringsordning-ejeren ret og tilladelse til at behandle Organisationens personlige og forretningsmæssige data i overensstemmelse med Den Europæiske Unions generelle dataforordning 2016/679, samt enhver anden gældende lovgivning om databeskyttelse.

9.4 NEPCon må udarbejde offentlige resuméer af en Organisations certifikat(er) eller auditrapporter og offentliggøre dem på NEPCons, Certificeringsordning-ejerens eller Akkrediteringsorganets hjemmeside.

10. Ansvarsbegrænsning og skadesløsholdelse

10.1 I denne aftale anvendes termen "skader" om alle krav, betegnelser, søgsmålsgrunde, skader, domme eller forlig, herunder uden begrænsning advokatsalær og sagsomkostninger.

10.2 Organisationen er indforstået med, at NEPCon ikke kan stilles til ansvar overfor Organisationen, Organisationens kunder eller enhver anden person eller entitet, for

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indirectly from the Organisation's own:

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.

10.3 The Organisation agrees that in no event shall NEPCon be liable to the Organisation, any Organisation customer or any other person or entity for any special, indirect, significant or incidental loss or damage, however caused, arising out of or relating to this Agreement. The Organisation agrees not to hold NEPCon liable in any way, for any Damages or consequences resulting from Termination or Suspension of a certificate. The Organisation agrees not to take any legal action against NEPCon as a result of Suspension or Termination of the certificate. The Organisation agrees not to present any claims for any kind of compensation to NEPCon as a result of Suspension or Termination of the certificate.

10.4 NEPCon's total liability to Organisation for any Damages arising out of or in connection with this Agreement shall not exceed, with respect to any one event or series of connected events, the total annual remuneration paid by the Organisation to NEPCon under this Agreement.

10.5 Organisation agrees to defend, indemnify and hold harmless NEPCon and its officers,

skader af nogen art, som er et direkte eller indirekte resultat af Organisationens egen:

a) fremstilling, anvendelse, salg, annoncering, promovering, distribution, fældning, bortskaffelse, behandling, transportering 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.

10.3 Organisationen er indforstået med, at NEPCon under ingen omstændigheder kan eller skal stå til ansvar over for Organisationen, Organisationens kunder eller enhver anden person eller entitet for nogen form for specielle, indirekte, betydelige eller tilfældige tab eller skade for Organisationen, som opstår ud fra eller i forbindelse med denne Aftale. Organisationen vil ikke på nogen måde holde NEPCon ansvarlig for skader eller konsekvenser som følge af Suspendering eller Terminering af certifikatet, herunder kan der ikke lægges sag an med den begrundelse. Organisationen vil ikke fremsætte krav om kompensation fra NEPCon som følge af Suspendering eller Terminering af certifikatet.

10.4 NEPCons samlede erstatningsansvar over for Organisationen for eventuelle skader, der opstår som følge af eller i forbindelse med denne Aftale, må ikke overstige, hvad angår en enkelt hændelse eller en serie af sammenhængende hændelser, det samlede årlige vederlag, som Organisationen betaler til NEPCon i henhold til denne Aftale.

10.5 Organisationen vil forsvare og holde skadesløs NEPCon og dens ansatte,

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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 NEPCon's gross negligence or wilful misconduct.

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 NEPCons side.

10.6 Neither Party to this Agreement shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control (force majeure) and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion, 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.

10.6 Ingen af Parterne i denne Aftale er ansvarlig for manglende overholdelse af vilkårene i denne Aftale på grund af årsager, der er uden for deres kontrol (force majeure) og uden uagtsomhed eller ulovlige handlinger fra Partens side. Disse årsager omfatter, men er ikke begrænsede til: brand, storm, oversvømmelse, jordskælv eller anden naturkatastrofe, eksplosion, terroristaktiviteter, krig, oprør, opstand, mytteri, sabotage, epidemi, karantænebegrænsninger, arbejdskonflikter, embargoer og enhver regerings handlinger, herunder enhver regerings manglende bevilling af eksport- eller importlicenser eller -tilladelser.

11. Term and termination

11.1 This Agreement shall be effective upon execution of the Agreement by both Parties and shall remain in effect during the whole period the Organisation holds any valid certificates issued by NEPCon. The Agreement terminates automatically after the last remaining certificate is Terminated or expires.

11. Gyldighedsperiode og opsigelse

11.1 Denne Aftale træder i kraft når begge Parter har underskrevet Aftalen og forbliver i kraft i hele perioden, hvori organisationen besidder gyldige certifikater udstedt af NEPCon. Aftalen termineres automatisk, når det sidste certifikat Termineres eller udløber.

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11.2 This Agreement may be terminated by:

a) mutual agreement of the Parties;
b) Organisation with 30 days' written notice;
c) NEPCon without cause with 90 days' written notice;
d) NEPCon, if Organisation breaches its obligations or is not in conformance with Certification Requirements, and fails to cure any breach within the time period as defined by NEPCon;
e) NEPCon, immediately, if Organisation violates its confidentiality obligations;
f) NEPCon, immediately, if Organisation, in the sole opinion of NEPCon, violates the principles of NEPCon's Policy of Association and fails to take corrective measures within a defined time period after NEPCon has notified the Organisation of such failures in writing; or
g) NEPCon, immediately, if Organisation, in the sole opinion of NEPCon, has discredited NEPCon or the Certification Scheme Owner, or if any Organisation's activities reflect badly on the name of NEPCon or the Certification Scheme Owner. NEPCon shall inform the Organisation in writing, and provide the Organisation an opportunity to respond.

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

11.2 Denne Aftale kan opsiges af:

a) Parterne ved gensidig aftale;
b) Organisationen med 30 dages skriftligt varsel;
c) NEPCon uden angivelse af årsag med 90 dages skriftligt varsel;
d) NEPCon, hvis Organisationen misligholder sine forpligtelser eller ikke er i overensstemmelse med Certificeringskravene og undlader at afhjælpe enhver uoverensstemmelse inden for den tidsfrist, som NEPCon har fastsat;
e) NEPCon øjeblikkeligt, hvis Organisationen overtræder sine fortrolighedsforpligtelser;
f) NEPCon øjeblikkeligt, hvis Organisationen efter NEPCons opfattelse overtræder principperne fremlagt i NEPCons Politik for samarbejde og undlader at foretage korrigerende handlinger inden for en bestemt tidsperiode efter, at NEPCon har informeret Organisationen skriftligt om sådanne overtrædelser; eller
g) NEPCon øjeblikkeligt, hvis Organisationen efter NEPCons opfattelse har bragt NEPCon eller Certificeringsordning-ejeren i miskredit, eller hvis Organisationens aktiviteter reflekterer dårligt på NEPCon eller Certificeringsordning-ejeren. NEPCon skal informere Organisationen skriftligt herom og give Organisationen mulighed for at reagere.

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 Aftalens opsigelse skal hver parts rettigheder og privilegier straks ophøre, og der påhviler ikke længere Organisationen

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liability or obligation on the part of Organisation or NEPCon, except as set forth in the provisions of clauses 5; 7.2; 9.1 and all clauses in section 10, which shall survive termination of the Agreement.

12. Miscellaneous

12.1 This Agreement supersedes and replaces any previous version of this agreement or any agreement between the parties.

12.2 This Agreement is governed by the laws of Estonia.

12.3 The Parties shall seek to resolve any disputes through mutual agreement. If no resolution is achieved, the dispute will be settled according to Estonian legislation.

12.4 NEPCon may, from time to time, as a result of changing Accreditation Body requirements or Certification Requirements, or due to other special circumstances, modify the provisions of this Agreement. Any such modifications shall be provided to the Organisation in writing at least 90 days before they become effective. If the Organisation objects to any of the proposed changes, the Organisation has the right to terminate the Agreement by giving 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.

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 90 days in advance. This Agreement shall be binding

og NEPCon noget ansvar eller nogen forpligtelser, med undtagelse af bestemmelserne i paragraf 5; 7,2; 9.1 og alle paragraffer i afsnit 10, som fortsat gælder efter Aftalens ophør.

12. Diverse

12.1 Denne Aftale afløser og erstatter enhver tidligere version af aftalen eller anden aftale mellem parterne.

12.2 Denne aftale er underlagt og reguleres af estisk lovgivning.

12.3 Parterne skal søge at løse eventuelle tvister mindeligt og i fællesskab. Hvis der ikke kan findes en løsning, afklares tvisten i henhold til estisk lovgivning.

12.4 NEPCon kan fra tid til anden som følge af ændring af akkrediteringsorganets krav eller certificeringskrav eller på grund af andre særlige omstændigheder ændre bestemmelserne i denne Aftale. Sådanne ændringer skal fremsendes til organisationen skriftligt mindst 90 dage før de træder i kraft. Hvis organisationen gør indsigelse mod nogen af de foreslåede ændringer, har organisationen ret til at opsige Aftalen ved at give 30 dages skriftlig varsel. Eventuelle ændringer af denne Aftale skal aftales 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, har dette ingen indflydelse på gyldigheden, lovligheden eller håndhævelsen af de resterende bestemmelser i denne Aftale.

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 90 dage i forvejen. Denne Aftale er bindende for Parternes efterfølgere og erhververe.

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on the successors and assigns of the Parties in the entirety.

12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.

12.7 Denne Aftale kan udfærdiges i genparter. Faxede, e-mailede og andre elektroniske underskrifter er lige så gyldige og bindende som originaler.

Note on this bilingual version: In case of any differences between the languages, the English contract is the valid version and also the one the Organisation signs.

Bemærk, at det er den engelske kontrakt, der er den gyldige, og derfor også den der underskrives.

	On behalf of NEPCon / På vegne af NEPCon	**On behalf of the Organisation / På vegne af Organisationen**
Name / Navn:	Justinas Janulaitis	Click here to enter text.
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Date / Dato:	enter date	Click here to enter text.
Signature / Underskrift:		Click here to enter text.

NEPCon OÜ l Filosoofi 31 l Tartu 50108 l Estonia l CVR: 10835645
Phone: +372 7 380 723 l info@nepcon.org l www.nepcon.org

Appendix A:
Specific terms and conditions where NEPCon serves as a Monitoring Organisation for the Organisation

Appendix A contains terms and conditions that are only applicable to Organisations that apply to use NEPCon 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 this Agreement.

1. Obligations of NEPCon

1.1 In addition to the obligations of NEPCon identified in section 3:

a) NEPCon 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.

b) NEPCon 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.

2. Obligations of Organisation

2.1 In addition to the obligations of Organisation identified in section 4:

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

Bilag A:
Specifikke vilkår og betingelser når NEPCon fungerer som Overvågningsorgan for Organisationen

Bilag A indeholder vilkår og betingelser, der kun gælder for Organisationer, der anvender NEPCon som Overvågningsorgan i henhold til EU's Tømmerforordning. Disse særlige vilkår og betingelser er i tillæg til alle andre gældende vilkår og betingelser i denne Aftale.

1. NEPCons forpligtelser

1.1 Ud over NEPCons forpligtelser defineret i afsnit 3:

a) NEPCon er forpligtet til at opfylde alle relevante juridiske forpligtelser som skitseret i EU's Tømmerforordning samt delegerede forordninger gældende for NEPCons rolle som Overvågningsorgan.

b) NEPCon er forpligtet til at træffe passende foranstaltninger i tilfælde af, at Organisationen ikke at anvender sit due diligence-system korrekt, herunder underretning af Kompetente Myndigheder i tilfælde af væsentlige eller gentagne fejl eller mangler på Organisationens side.

2. Organisationens forpligtelser

2.1 Ud over Organisationens forpligtelser defineret i afsnit 4:

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

3. Confidentiality and public information

3.1 In addition to the obligations of the Parties identified in section 9, Organisation agrees to:

a) recognise the right of NEPCon to share audit reports and other relevant information with the European Commission and Competent Authorities if NEPCon is requested to do so.

4. Limitation of liability and indemnification

4.1 In addition to the obligations of the Parties in section 10:

a) 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.

b) Organisation will not hold NEPCon 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.

3. Fortrolighed og offentligt tilgængelig information

3.1 Ud over Parternes forpligtelser defineret i afsnit 9, vil Organisationen:

a) anerkende NEPCons ret til at dele auditrapporter og andre relevante oplysninger med Europa-Kommissionen og med Kompetente Myndigheder, hvis NEPCon anmodes herom.

4. Ansvarsbegrænsning og skadesløsholdelse

4.1 Ud over Parternes forpligtelser defineret i afsnit 10:

a) Organisationen anerkender, at den har det fulde ansvar for sin egen overholdelse af EU's Tømmer-forordning samt enhver tilknyttet lovgivning på EU-niveau såvel som på EU-medlemsstatsniveau.

b) Organisationen vil ikke holde NEPCon 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 Tømmer-forordning og enhver lovgivning på EU-niveau såvel som på EU-medlemsstatsniveau.

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