

Special Terms and Conditions for Chain of Custody (COC) and Forest Management (FM) Certifications

产销监管链 (COC) 和森林管理 (FM) 认证的特殊条款和条件

General

总要求

- All prices are exclusive of travel, accommodation and related expenses. All such expenses will be charged at cost. 所有价格均不包括差旅、住宿和相关费用。所有此类费用将按成本计算。
- The certification fees are shown based on our current rates and will be reviewed annually. Any increase will be notified in writing prior to any work subject to an increased fee being undertaken. 认证费用是根据我们当前的费率显示的，并将每年进行评估。任何增加的费用将在增加费用之前以书面形式通知。
- The annual certification fee is invoiced following issue of your certificate and annually thereafter. 年度认证费将在您的证书颁发后开具发票，此后每年开具一次。
- The annual certification fee is non-refundable. 年度认证费不予退还。
- Additional fees shall be charged for services that are not included in the proposal, and are required by the accreditation body or the standard setting organization (FSC, PEFC etc.). Examples of such operations are transaction verification, verification of results from fibre testing, follow-up on incidents and complaints. 对于未包含在建议书中且认证机构或标准制定组织 (FSC、PEFC 等) 要求提供的服务，应收取额外费用。此类操作的示例包括交易验证、纤维测试结果验证、事件和投诉的跟进。
- External fees like FSC Accreditation Administration Fee (AAF) and PEFC Notification Fee are additionally collected according to the applicable fee policy of the scheme owner at the time and the fee class, which apply to the certificate holder. 外部费用，如 FSC 认证管理费 (AAF) 和 PEFC 通知费，根据当时计划所有者的适用费用政策和适用于证书持有人的费用类别额外收取。
- Charges may be made for cancellations and re-scheduling of confirmed visit dates. 取消和重新安排已确认的审核日期可能会收取费用。
- All outstanding invoices must be paid in full prior to issue of a certificate. 在颁发证书之前，必须全额支付所有未付款项。
- This proposal is valid for 90 days. 本建议书有效期为 90 天。

We recommend you review SGS Terms and Conditions for Certification Services and Code of Practice (see <http://www.sgs.com/en/terms-and-conditions.aspx>). These set out in some detail how SGS approaches

certification and together with this proposal will form part of our eventual certification agreement. In the event of any discrepancy between this offer and SGS Terms and Conditions for certification services arise, the terms of this offer shall prevail. 我们建议您查看 SGS 认证服务条款和条件以及实施守则（请参阅 <http://www.sgs.com/en/terms-and-conditions.aspx>）。这些详细说明了 SGS 如何进行认证，并与本提案一起构成我们最终认证协议的一部分。如果本报价与 SGS 认证服务条款和条件之间有任何差异，以本报价的条款为准。

Special Terms and Conditions for PEFC Certifications

PEFC 认证的特殊条款和条件

Current versions of all PEFC scheme documents can be obtained from www.pefc.org. 所有 PEFC 文件的最新版本可从 www.pefc.org 获取。

Once a PEFC certificate is issued your company is responsible to contact the relevant PEFC office to obtain a PEFC license contract directly from the PEFC office. PEFC 证书颁发后，贵公司有责任联系相关 PEFC 办公室，直接从 PEFC 办事处获得 PEFC 商标许可号。

SGS is obliged to provide information about the PEFC-certification to the PEFC Council and/or a PEFC National Governing Bodies as described in the publically available PEFC Normative Framework. Particularly SGS will have to inform PEFC about substantiated claims of noncompliance with certification requirements, or complaints against certificate holders. SGS 有义务按照公开的 PEFC 规范性框架的规定，向 PEFC 理事会和/或 PEFC 国家管理机构提供有关 PEFC 认证的信息。特别是 SGS 必须将不符合认证要求的经证实的声明或对证书持有人的投诉告知 PEFC。

The SGS Accredited Office for this service is: SGS Société Générale de Surveillance SA, place des Alpes 1, 1201 Genève, Switzerland. The Certification is provided under Accreditation of SAS (Swiss Accreditation Services). For more information about our accreditations and licenses, please consult www.sgs.com/forestryaccreditations 这项服务的 SGS 认证办事处是：SGS Société Générale de Surveillance SA, place des Alpes 1201 Genève, Switzerland。该认证是根据 SAS（瑞士认证服务机构）的认证提供的。有关我们的认证和许可证的更多信息，请访问 www.sgs.com/forestryaccreditations

Special Terms and Conditions for FSC Certifications FSC

认证特别条款和条件

Current versions of all FSC scheme documents can be obtained from www.fsc.org 所有 FSC 机制文件的最新版本可从 www.FSC.org 获取

By entering into a contract with SGS, the company [also referred to as the “client”] shall: 通过与 SGS 签订合同，公司【也称为“客户”】应：

- hold a valid “License Agreement for the FSC Certification Scheme” for the duration of the certificate; 在证书有效期内持有有效的“FSC 认证计划许可协议”；
- conform with all applicable certification requirements; 符合所有适用的认证要求；
- disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last five years; 披露最近五年中 FSC 和/或其他林业认证计划的当前或以前的申请或认证；
- agree, that specified information is published, as indicated in the applicable FSC normative documents (standards); 同意按照适用的 FSC 规范性文件（标准）的规定发布特定信息；
- consider the participation of observers as specified in FSC-PRO-01-017; 考虑 FSC-PRO-01-017 中规定的观察员的参与；
- agree, that a complaint is first handled according to the SGS Complaints, Disputes and Appeals Policy and Process and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents; 同意，首先根据 SGS 投诉、争议和申诉政策和程序处理投诉，如果未解决，则提交 ASI 并最终提交 FSC，以防与 FSC 规范性文件相关的审核结果不一致；
- not use its certification in such a manner as to bring SGS, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized; 不得在使用其认证时影响 SGS、FSC 或 ASI 的名誉，也不得就其认证发表任何可能被视为误导或未经授权的声明；
- keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to SGS when requested, and: 保存与认证要求一致性相关的所有投诉记录，并在要求时向 SGS 提供这些记录，以及
 - take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements; 对此类投诉和产品中发现的影响符合 FSC 认证要求的任何缺陷采取适当行动；
 - document the actions taken. 记录所采取的行动。
- inform SGS 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; 在所有权、组织结构（如关键管理人员的变化）、认证管理体系或与 FSC 认证要求实施相关的情况发生变化的十（10）天内通知 SGS；

- agree, that in case of reduction, suspension or withdrawal of the scope of SGSs FSC accreditation, the certification of the affected clients must be transferred to another Certification Body or will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation; 同意，如果 SGS 的 FSC 认证范围减少、暂停或撤销，受影响客户的认证必须转移到另一个认证机构，或者将在各自 FSC 认证的范围减少、停止或撤销之日后六（6）个月内暂停；
- agree, that SGS 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 SGS, could affect the outcome of its evaluation; 同意，SGS 有权推迟或推迟其认证决定，以考虑其审核报告中尚未考虑的新信息或额外信息，并且 SGS 认为这些信息可能会影响其评估结果；
- agree, that SGS 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; 同意 SGS 和 FSC 有权在认证有效期内修改认证要求，包括修改成本和费用；
- agree, that SGS, 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; 同意 SGS、FSC 和 ASI 有权访问机密信息，检查必要的文件，以及访问向客户提供外包服务的相关设备、地点、区域、人员和机构；
- acknowledge that upon request of ASI, Certificate Holders will have to immediately provide the following information: 承认根据 ASI 的要求，证书持有人必须立即提供以下信息：
 - any relevant documents, records, information, data; 任何相关文件、记录、信息、数据；
 - assistance of any reasonable kind (e.g. arrange transport); 任何合理的协助（例如安排交通）；
 - access to its premises, locations, and/or equipment; 进入其经营场所、地点和/或设备；
 - access to the relevant knowledge of its directors, employees and/or other personnel involved in the certification activities carried out under this Agreement, in written or oral form; 以书面或口头形式获取其董事、员工和/或参与本协议项下认证活动的其他人员的相关知识；
 - access to the aforementioned persons for the purpose of interviews. 与上述人员进行面谈。
- agree, that SGS 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; 同意，SGS 有权使用提请其注意的信息，跟进 FSC 商标和 FSC 持有的知识产权的错误使用；
- 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; 承认 FSC 知识产权的所有权，FSC 保留知识产权的全部所有权，任何内容都不应被视为构成客户使用或促使使用任何知识产权的权利；

- note that, SGS may suspend a certificate for a limited period as mentioned in the SGS Code of Practice and in case of five new major non-conformities are raised during a single surveillance visit; 请注意，SGS 可能会按照《SGS 实施守则》的规定，在一次监督访问中提出五个新的重大不符合项的情况下，在限定的时间内暂停证书；
- note that, SGS may withdraw a certificate as mentioned in the SGS Code of Practice and in the case that SGS is not able to perform its assessments as required by the accreditation standards; 请注意，如果 SGS 无法按照认证标准的要求进行评估，SGS 可能会撤回《SGS 实施守则》中提到的证书；
- meet the following obligations on suspension or withdrawal of certification: 在暂停或撤销认证时履行以下义务：
 - immediately cease to make any use of any FSC trademarks, or to sell any products previously labelled or marked using the FSC trademarks, or to make any claims that imply that they conform with the requirements for certification; 立即停止使用任何 FSC 商标，或销售任何先前使用 FSC 商标或标记的产品，或提出任何暗示其符合认证要求的声明；
 - identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records; 识别所有现有的认证和未认证客户，在暂停或撤回后三（3）天内以书面形式通知这些客户暂停或撤回，并保存记录；
 - cooperate with SGS and with FSC in order to allow SGS or FSC to confirm that these obligations have been met; 与 SGS 和 FSC 合作，以便 SGS 或 FSC 确认这些义务已得到履行；
- meet the following additional obligations on withdrawal of certification: 在撤销认证时履行以下额外义务：
 - return the certificate to SGS or destroy the original, and commit to destroy any electronic copies and printed copies in their possession; 将证书退还 SGS 或销毁原件，并承诺销毁其持有的任何电子副本和印刷副本；
 - at its own expense remove all uses of FSC's name, initials, logo, certification mark or trademarks. 自费删除所有使用的 FSC 名称、首字母缩写、标志、认证标志或商标。
- consider in the case of COC Multisite or Group certifications as well as in the case of certifications against the FSC Controlled Wood standards, that a separate spreadsheet with a detailed audit schedule and calculation of costs based on currently valid parameters may be attached to this contract. These parameters are reviewed annually and in case a revision is required, the spreadsheet may be submitted to the client for approval. 考虑到在 COC 多地址或集团认证的情况下，以及在根据 FSC 受控木材标准进行认证的情况中，本合同可能会附带一份单独的电子表格，其中包含详细的审核时间表和基于当前有效参数的成本计算。这些参数每年审查一次，如果需要修订，可以将电子表格提交给客户审批。

The Certification is provided under Accreditation of ASI (Assurance Services International). For more information about our accreditations and licenses, please consult www.sgs.com/forestryaccreditations. 该认证是根据 ASI 的认证提供的。有关我们的认证和许可证的更多信息，请访问 www.sgs.com/forestryaccreditations。

Special Terms and Conditions for FSC Forest Management Certifications

FSC 森林管理认证的特殊条款和条件

With reference to Forest Management evaluations, the following needs to be noted: 关于森林管理评价，需要注意以下几点

- The fees quoted above for a forest management Pre-Evaluation are firm on the basis of the information provided in your questionnaire. 上述森林管理预评估费用是根据您的问卷中提供的信息确定的。
- The fees quoted for the Main Evaluation may be modified as a result of finding of the pre-Evaluation. This may be because of the need for a different evaluation team structure or the time that we need to spend on preparation or the field evaluation. Should there be any such variation we will provide a modified quotation when we send you the Pre-Evaluation report. 主评估所报费用可能会因预评估结果而修改。这可能是因为需要不同的评估团队结构，或者我们需要花费在准备或实地评估上的时间。如果有任何此类变化，我们将在向您发送预评估报告时提供修改后的报价。
- If, during the desk study, stakeholder consultation, the first Main Evaluation or subsequent Surveillance visits, we detect any deficiencies that require remedying and subsequent re-evaluation, we will charge any additional time for this at our current daily rate plus expenses. 如果在文件审核、利益相关者咨询、第一次主要评估或随后的监督访问期间，我们发现任何需要补救和随后重新评估的缺陷，我们将按照当前的每日费率加上费用收取任何额外时间。
- SGS may suspend a certificate for a limited period in case of two similar major non-conformities are raised during the life cycle of the certificate. 如果在证书的相同周期内出现两个类似的重大不符合项，SGS 可能会在有限的时间内暂停证书。

The Certification is provided under Accreditation of ASI (Assurance Services International). For more information about our accreditations and licenses, please consult www.sgs.com/forestryaccreditations. 该认证是根据 ASI 的认证提供的。有关我们的认证和许可证的更多信息，请访问 www.sgs.com/forestryaccreditations。