

## FSC Chain of Custody Certification – Specific Terms and Conditions

### 1. DEFINITIONS

- 1.1. “**ASI**” means Assurance Services International.
- 1.2. “**Certificate**” means the deliverable which may be issued to the Client upon performance of the FSC Certification Services.
- 1.3. “**Certification Body**” means Cotecna Inspection SA.
- 1.4. “**Certification Contract**” means the proposal issued by the Certification Body for the performance of FSC Certification Services, which, once countersigned by the Client, shall constitute the contract entered into between the Certification Body and the Client for the performance of the FSC Certification Services, together with the GTC and FSC STC.
- 1.5. “**Client**” means the legal entity which has requested performance of Certification Services by the Certification Body, also referred to as the “Principal” in the GTC.
- 1.6. “**Cotecna**”, also referred to as the “**Company**” in the GTC, means the Certification Body and, as the case may be, the relevant affiliated entity within the Cotecna group to which the Certification Body may have assigned performance of FSC Certification Services to the Client.
- 1.7. “**FSC Certification Services**” means the FSC chain of custody certification services performed by Cotecna.
- 1.8. “**FSC STC**” means these specific terms and conditions (also referred to as STC in the GTC), which govern the performance of FSC Certification Services by Cotecna, in addition to the GTC, and as may be amended from time to time, with the current binding and applicable version published at <https://www.cotecna.com/en/About-Cotecna/Terms-and-Conditions>.
- 1.9. “**GTC**” means the general terms and conditions of Cotecna, which govern the performance of any services by entities of the Cotecna group of companies, with the current binding and applicable version published at <https://www.cotecna.com/en/Terms-and-Conditions>.

### 2. SCOPE

- 2.1. The Certification Body is the holder of FSC accreditations granted by ASI and as such has overall responsibility within the Cotecna group for the FSC chain of custody certification. The Certification Body together with the relevant affiliated entity within the Cotecna group offering FSC Certification Services according to the Certification Body’s accreditations are herein referred to as “Cotecna”. Cotecna’s certification activities are witnessed and audited regularly by ASI.
- 2.2. FSC Certification Services provided to a Client by Cotecna are subject to the terms and conditions set out in the following documents, and in that order of precedence in case of contradiction:
  - (a) The Certification Contract,
  - (b) These FSC STC,
  - (c) Cotecna’s GTC, and
  - (d) The Application Form submitted by the Client.
- 2.3. The proposal contained in the Certification Contract is valid for no more than ninety (90) days. With the signature of the Certification Contract, the Client acknowledges and agrees that it will comply with the FSC STC, GTC and all applicable FSC certification requirements, each as may be amended from time to time.
- 2.4. Cotecna does not practice any form of discrimination such as hidden discrimination by speeding up or delaying the processing of applications, but Cotecna reserves the right not to grant or to withdraw the Certificate to a Client when fundamental/ demonstrated reasons exist, such as illegal activities, history of repeated non-conformities with the certification requirements and similar issues.

### 3. TERM

- 3.1. The Certification Contract shall enter into force upon the Client countersigning the proposal from Cotecna, without any amendments or reservations.
- 3.2. The Certification Contract, unless terminated in writing either (i) by the Client with three (3) months prior notice before the expiry date of the relevant Certificate or (ii) at any time by the Certification Body in case of termination or withdrawal of a Certificate, shall be automatically extended upon expiry of the Certificate, such extension initiating the recertification procedure.
- 3.3. The Certification Contract may also be terminated by the Certification Body in case of breach by the Client of any of its material obligations under the Certification Contract, and, should the breach be able to be remedied, the Client not having remedied said breach within the deadline provided by Cotecna.
- 3.4. Any Certificate shall terminate on the date of termination of the Certification Contract.

### 4. OBLIGATIONS OF THE CLIENT

- 4.1. When applying for performance of FSC Certification Services and until issuance of a Certificate, the Client undertakes to:
  - (a) Disclose current or previous application or certification with FSC and/or other forestry certification schemes in the last 5 years;
  - (b) Conform with all conditions set by the Cotecna for granting of a Certificate;
  - (c) Comply with all contractually agreed terms and conditions, whatever the audits results are;
  - (d) Correct any major non-conformities with the applicable standards within the maximum deadline specified by Cotecna;
  - (e) Satisfy Cotecna's demands and decisions following audits;
  - (f) Agree that the Certification Body has the right to delay or postpone its decision on FSC 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 the Certification Body, could affect the outcome of its audit; and
  - (g) Agree that the Certification Body shall not be obliged to grant or maintain FSC certification, if activities of the Client conflict with the obligations of the Certification Body specified in its accreditation contract with ASI, or which, in the sole opinion of the Certification Body, could damage or reflect badly on the image or reputation of Cotecna, ASI or FSC.
- 4.2. Throughout the Certificate validity period of 5 years, the Client undertakes to:
  - (a) Enter into and hold a valid 'License Agreement for the FSC Certification Scheme', which is not suspended;
  - (b) Conform and continue to conform with all applicable FSC certification requirements and any conditions set by Cotecna for granting or maintaining certification, including in particular:
    - i. Conduct of audits at the required intervals, including Cotecna's right to carry out unannounced or short notice audits;
    - ii. full implementation of any actions required to correct minor non-conformities that were identified prior to the issue of the Certificate;
  - (c) Conform with the requirements of the new FSC approved standards in accordance with the 'standard effective date' specified in the new FSC approved standard. If the Clients that were certified prior to the effective date of approval of a new or revised applicable FSC normative document shall be audited against the requirements of the new or revised document in accordance with the applicable transition requirements;

- (d) Agree that the Certification Body has the right to suspend, withdraw and/or terminate a Certificate with immediate effect if, in the sole opinion of Cotecna, the Client is not in conformity with the conditions specified for the maintenance of certification;
  - (e) Agree that the Certification Body 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;
  - (f) Accept FSC decisions regarding Certificate issuance. FSC has the right to request that the Certification Body suspend or withdraw a Certificate;
  - (g) Agree to witness audits of by FSC or ASI either during regular surveillance audit carried out by Cotecna, or independent from the regular surveillance audits, and to provide FSC or ASI with
    - (i) information within the scope requested by the auditors at the audit, (ii) any reasonable assistance of any kind, (iii) access to premises, locations and/or equipment, and (iv) access to the relevant knowledge of its directors, employees and/or other personnel involved in the certification activities;
  - (h) Agree that specified information is published, as indicated in the applicable FSC normative documents; and
  - (i) Consider the participation of observers as specified in FSC-PRO-01-017 Participation of external observers in on-site FSC certification audits and/ or ASI assessments at its latest version at the date of the proposal.
- 4.3. Upon applying for performance of FSC Services, the Client undertakes, whether before or after issuance a Certificate, to:
- (a) Pay all specified fees and costs in a timely manner;
  - (b) Agree to a new audit when important modifications justify an urgent audit;
  - (c) Agree that Cotecna, ASI and FSC 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 customers;
  - (d) Not use Cotecna's name as commercial reference, in the absence of opposite information;
  - (e) Provide information on FSC transactions (purchase and sales of products with FSC Claim) at the request of Cotecna in a timely manner.
- 4.4. The Client shall inform the Certification Body within ten (10) days of relevant changes, including but not limited to the following:
- (a) Ownership or legal form,
  - (b) Structure of the organization,
  - (c) Key personnel in senior positions, decision-making or qualified personnel,
  - (d) Change of the contact person, address and locations;
  - (e) FSC product groups, field of activities or other changes (actual or intended) to the certification scope;
  - (f) Annual turnover of all certified and uncertified forest products and products containing wood or fiber components;
  - (g) Certified management systems;
  - (h) Circumstances which relate to the implementation of FSC certification requirements.
- 4.5. The Client undertakes to provide Cotecna, at least fourteen (14) days before the main audit, with the certification relevant manuals, and, upon request, with all certification process relevant documents, always in digital form and in English.
- 4.6. The Client shall take all necessary preparatory measures for the implementation of any audits. Cotecna, ASI and FSC shall be provided free access to the Client's business premises and areas, personnel, suppliers, subcontractors (outsourcing) as well as the right to access and to inspect any

and all documents, records and information, should Cotecna, ASI or FSC consider these to be certification relevant. This includes the support of adequately qualified, instructed and authorized employees of the Client, and their release for individual questioning (without the presence of superiors). Furthermore, the Client shall provide Cotecna with appropriate premises, free of charge, for conducting discussions / interviews.

- 4.7. The Client shall provide Cotecna, ASI and FSC with the necessary safety gear and equipment, and shall draw attention to all applicable health and safety regulations so as to enable access to all audit relevant areas.
- 4.8. The Client shall take corrective actions according to the non-conformities defined in every finalized audit report within the given deadline in order to satisfy the preconditions for certification and for maintaining certification.
- 4.9. The Client agrees that details of their certificate status and scope will be published on the FSC database ([www.info.fsc.org](http://www.info.fsc.org)), and if applicable the publication of non-confidential information as part of the FSC Public summary report in the case of FSC Controlled Wood, and to publish the FSC Controlled Wood Risk Assessment.
- 4.10. The Certification Body is further required to report to FSC in case the Client reported no FSC sales since the previous audit, as well as non-conformities, suspensions, terminations, and removal of participating sites due to false claims and/or fraud made by the Client. This information is not published, but available to FSC and ASI.

## **5. OBLIGATIONS OF COTECNA**

- 5.1. The Certification Body undertakes to cite all necessary information, applicable standards, normative FSC documents and rules and regulation in its most recent version and shall explain where the Client can obtain the most recent version online in the Certification Contract.
- 5.2. In its proposal to the Client, Cotecna will provide the Client with the contact details as well as the name of the contact person regarding performance of the FSC Certification Services.
- 5.3. Upon execution of the Certification Contract, Cotecna will:
  - (a) Organize and conduct audits as specified in the Certification Contract;
  - (b) Require appointed auditors to precede the audits under a confidentiality commitment in regard to the Client's operations and the audits results;
  - (c) Communicate the full audit reports only to ASI and FSC;
  - (d) Not communicate the Certificate number to the Client before a positive certification decision has been taken by the Certification Body;
  - (e) Make public the documentation required by FSC to be in accordance with the related standards;
  - (f) Inform the Client in advance of outsourcing activities, in order to provide the Client with an opportunity to object;
  - (g) Supervise the correct use of the certification (Certificate and FSC trademarks) for promotional purposes by the Client;
  - (h) Inform Clients within thirty (30) days about changes of FSC certification requirements, standards, Cotecna certification systems which are approved, or audit criteria; and
  - (i) Inform affected Clients of the suspension, withdrawal or termination of Certificates.
- 5.4. The Certification Body will inform the Client by e-mail about substantial changes in its certification and auditing procedures and/or about changes in the FSC standards and requirements relevant to the certification.
- 5.5. In the event of a reduction, suspension or withdrawal of the scope of the FSC accreditation of the Certification Body, the Client shall be informed by Cotecna by email and within 30 days of such reduction, suspension or withdrawal of scope of FSC accreditation. In this case, the Client's

Certificate will be suspended within six (6) months from the date of the reduction, suspension or withdrawal of the relevant scope of FSC accreditation unless transferred by the Client to another certification body.

- 5.6. Cotecna will handle all information on the Client's organization confidential and use it only for the agreed purpose. The documents presented shall not be passed to third parties, unless a submission of a detailed report has to be submitted to an arbitration authority in case of a dispute. The Client may relieve Cotecna from these confidentiality obligations. FSC and ASI are not regarded as "third party" in this respect.

## **6. FSC CERTIFICATION SERVICES**

- 6.1. Details of the FSC Certification Services provided by Cotecna to the Client, certification method and scope of certification are set out in the Certification Contract.
- 6.2. Unless otherwise defined in Cotecna's proposal, the FSC Certification Services will include:
- (i) Designation of auditors
  - (ii) Scheduling of audits
  - (iii) Audit announcement
  - (iv) Auditing
  - (v) Audit reporting
  - (vi) Audit report review
  - (vii) Certification decision
  - (viii) Certificate registration
  - (ix) Creation of a certificate in digital form
  - (x) Review of non-conformities
  - (xi) Review of submitted trademarks
- 6.3. After carrying out each audit, Cotecna will prepare a report in which the audit findings will be specified and a recommendation for certification will be made. This report will be submitted to the Client by email. The auditors' recommendations are not binding on the Certification Body. The Certification Body is responsible for taking the certification decision.
- 6.4. Individual preparation of the Client for the certification, as well as consultation with respect to internal procedures and preparation of manuals by Cotecna, are explicitly excluded.
- 6.5. In case of Chain-of-Custody Multisite or Group certifications and certifications against FSC Controlled Wood standards, detailed audit schedules in separate annexes with relevant calculation of fees based on currently valid parameters may have to be attached to the Certification Contract.
- 6.6. The Client undertakes to use the certification only to indicate that products are certified as being in conformity with specified standards.
- 6.7. Cotecna will assign auditors and the Client shall have a onetime right to reject the assigned auditor within a period of five (5) days of the assignment by Cotecna, by providing the reasons for rejection in writing. The Client undertakes to accept the new auditor appointed by Cotecna.
- 6.8. Cotecna will change the auditors assigned to each Client regularly, and in any event every third audit in a row.
- 6.9. The Client bears full responsibility for ensuring that its subcontractors and outsourced activities comply with the applicable standards. The Client shall ensure its subcontractors carry out outsourcing activities accordingly. In case the control of the chain-of-custody during the outsourcing is determined to be high-risk, Cotecna shall carry out an audit of a sample of subcontractors involved in the scope of certification. The size of the random sample shall amount to the square root of the number of subcontractors rounded up to the next whole number.
- 6.10. A certification decision is made by the Certification Body after conclusion of the main audit and after completion of the main audit report. The Certificate will be granted if the following conditions are met:
- (a) The Client has entered into a valid License Agreement for the FSC Certification Scheme which is not suspended and has submitted this to Cotecna;

- (b) The Client complies with the requirements of all applicable standards and normative documents, as confirmed by a positive decision of the Certification Body;
- (c) The Client has signed a Certification Contract with Cotecna, which has not been terminated; and
- (d) The Client has fully paid the contractually agreed and invoiced certification fees to Cotecna in due time.

- 6.11. The Certificate becomes valid after registration in the respective database of the certification system.
- 6.12. In the case of a transfer of a Client's FSC certificate from another certification body to the Certification Body, the period of the existing FSC certificate will be taken over but the validity of the FSC certificate after a transfer cannot be extended.
- 6.13. In the course of any audit, Cotecna will check the scope of the certification. If it is discovered that the actual scope to be certified does not match the scope stipulated in the Certification Contract, or that the Client has undertaken changes without informing the Certification Body, the Certification Body reserves the right to interrupt or to discontinue the audit, at the Client's sole cost.
- 6.14. The Client will be notified of any identified non-conformities, which shall be graded as major or minor non-conformities. Minor non-conformities are issued for a maximum duration of twelve (12) months and major non-conformities are issued for a maximum duration of three (3) months starting from the date of the audit.
- 6.15. Major non-conformities during a main audit or recertification audit preclude the issuance of a Certificate. During a surveillance audit, major non-conformities lead to automatic suspension of the Certificate if not closed within the deadline provided. Minor non-conformities shall be closed within the deadline provided, failing which they are automatically upgraded to major non-conformities.
- 6.16. The Client shall provide Cotecna with all objective evidence of corrective actions taken to close any non-conformities within the deadline provided by Cotecna, and always at least five (5) days before the end of the deadline.
- 6.17. If Cotecna or FSC receive justified information of violations by a Client of FSC standards or Cotecna requirements hereunder, either may decide to carry out unannounced audits or audits announced at short notice, in which case the Cotecna or FSC auditors shall be permitted to conduct such audit on the premises of the Client. Such audit may be conducted by the FSC without the presence of a Cotecna auditor. If the information provided and a violation of standards is confirmed, the Client shall cover all the costs incurred by Cotecna and/or FSC. In case of a FSC audit, if such audit reveals that Cotecna should have detected the given violation of the standards during its previous surveillance audit, Cotecna shall cover the costs of the FSC audit.

## 7. FEES AND COSTS

- 7.1. The certification fees invoiced by Cotecna for the performance of FSC Certification Services are based on Cotecna's current rates indicated in the proposal and are reviewed annually. They include audit, travelling, external (FSC) and handling fees. Changes to these fees will be notified in writing.
- 7.2. External fees like the FSC Accreditation Administration Fee (AAF) are collected by Cotecna from the Client, according to the applicable fee policy of FSC, and then paid to FSC. The annual amount of the fee corresponds to an annual fixed cost specified in the Certification Contract, which may be modified by the FSC at any time. The non-payment of the annual AAF or any other amounts due by the Client to Cotecna will lead to immediate Certificate withdrawal. AAF is calculated in USD and shall be invoiced to the Client, if in a different currency, at the current rate of exchange on the day of the invoicing based on [www.oanda.com](http://www.oanda.com), plus a 5% currency conversion cost.
- 7.3. All fees are exclusive of travel, accommodation and related expenses, which will be charged at cost. Additional fees shall be charged for services that are not included in the proposal, and which are required by the FSC, including but not limited to transaction verification or follow-up on incidents and complaints.
- 7.4. Charges may be made for short notice surveillance audits, subcontractor audits (outsourcing), supplier audits, other additional audits, cancellations and re-scheduling of confirmed visit dates.

- 7.5. All outstanding invoices must be paid in full either prior to performance of the audits and latest prior to issuance of a Certificate, as further specified in the Certification Contract. Fees apply regardless of whether a Certificate is issued or not, and are non-refundable even if the Certificate is cancelled, suspended, withdrawn or terminated after issuance.
- 7.6. Additional Certificates may be provided in digital form only, and at an additional cost to the Client.

## **8. INTELLECTUAL PROPERTY AND USE OF CERTIFICATES**

- 8.1. The Client shall not mislead or use incorrectly any Certificate.
- 8.2. The use of the FSC trademark is governed by the FSC-STD-50-001 standard. Before any use of the trademark, the Client shall submit the intended form of the usage to the Certification Body for approval to prevent any misleading or incorrect use.
- 8.3. The Certification Body shall approve or reject in writing by letter or email the Client's request within five (5) days, unless the Certification Body has to seek advice from FSC regarding any specific use of the trademark, in which case the Certification Body will inform the Client accordingly.
- 8.4. The Client further undertakes to:
  - (a) Not use FSC certification in such a manner as to bring Cotecna, FSC or ASI into disrepute and not make any statement regarding FSC certification that may be considered misleading or unauthorized;
  - (b) Submit before every new use of FSC trademarks or use of a statement hinting at the certification, a draft that must be approved by Cotecna, unless the Client has implemented a trademark use management system with an internal control system, which has been approved Cotecna before start using it;
  - (c) Limit FSC trademarks use or any other FSC Claim to the products included in the Certificate scope;
  - (d) Agree that Cotecna 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;
  - (e) Acknowledge the title of FSC's intellectual property rights; the Client further agrees 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;
  - (f) Conform with Cotecna's and FSC' requirements regarding claims, logos, certification marks or trademarks.
- 8.5. Cotecna shall remain the owner of the copyright of any deliverable, document or report made available by it, particularly audit reports and Certificates. The Client shall not alter the contents of these in any way or falsify them. For purposes of implementation of this Certification Contract, Cotecna grants the Client a right of use, solely to the Client, for the duration of Certification Contract.

## **9. CERTIFICATE EXTENSION OR REDUCTION**

- 9.1. During its period of validity, the Client holding a Certificate may request: (i) an extension, (ii) a modification or (iii) a reduction of the scope of such Certificate. Cotecna reserves the right to inspect the site of the specified operation before agreeing to a scope extension, modification or reduction.
- 9.2. In case of any such requests, the Client holding a Certificate shall return its old Certificate in order to receive a new one for the revised scope.
- 9.3. The Client holding a Certificate cannot request an extension of the period of validity of the Certificate.

**10. SUSPENSION, WITHDRAWAL AND TERMINATION OF A CERTIFICATE**

10.1. A Certificate shall be suspended immediately, if:

- (a) A surveillance audit cannot be performed within the deadline provided to the Client;
- (b) Five (5) major non-conformities are identified during a surveillance audit;
- (c) A major non-conformity is not closed with the set deadline; or
- (d) The deadline for closing all minor non-conformities is not met by the Client.

10.2. The maximum period that a Certificate may remain suspended is twelve (12) months. Latest after this period, the Certificate shall be withdrawn, unless all major non-conformities have been successfully closed or the reasons for the suspension are resolved.

10.3. A Certificate shall be terminated, if:

- (a) the Client becomes bankrupt or insolvent,
- (b) the Client is acquired by, or merges with, another entity,
- (c) the Client terminates or withdraws from the Certification Contract, or
- (d) the validity period expires, and the Certificate holder does not apply for prolongation (re-certification).

10.4. A Certificate shall be withdrawn, if:

- (a) in the opinion of the Certification Body, the Client is not in compliance with the conditions specified for the maintenance of the Certificate;
- (b) the Certificate is misused;
- (c) the Client refuses in writing to agree to any amendments to the FSC STC or GTC within four weeks of being published on Cotecna's website;
- (d) the invoices of Cotecna have not been paid and remain unpaid thirty (30) days after being due; or
- (e) any other breach of a material term of the Certification Contract.

10.5. The Client is informed about the suspension, withdrawal or termination of a Certificate in writing upon the Certification Body becoming aware of any event occurring justifying a suspension, withdrawal or termination, as the case may be.

10.6. If a Certificate is suspended, withdrawn or terminated, the Certification Body shall inform the Client by letter or e-mail and remove the Client thereafter from the list of certified entities at [www.info.fsc.org](http://www.info.fsc.org).

10.7. When a Certificate is suspended, withdrawn or terminated, the Client shall immediately confirm receipt in writing to the Certification Body and shall upon receipt of the notice:

- (a) cease to make any use of the FSC trademarks and/ logo, or sell any products previously considered as FSC certified and/or labelled or marked using the FSC and/ trademarks and logos, or make any claims that imply that they comply with the requirements for certification;
- (b) identify all relevant existing certified and uncertified customers, and inform them in writing within three (3) days of the suspension, withdrawal or termination, that the Certificate has been suspended, withdrawn, or terminated, and maintain records of these notices to its customers; and
- (c) cooperate fully and timely with the Certification Body, Cotecna and/or FSC in order to allow them to confirm that these obligations have been met.

10.8. In addition to the above, in case of withdrawal or termination of a Certificate, the Client shall:

- (a) return the Certificate to the FSC or the Certification Body or destroy the original and any electronic copies and hardcopies in its possession and provide the Certification Body with proof of such destruction;
- (b) remove at its own expense all uses of the FSC name, initials, logo, trademarks from its products, documents, advertising or marketing materials; and
- (c) cooperate fully and timely with the Certification Body, Cotecna and/or FSC in order to allow them to confirm that these obligations have been met.

- 10.9. If, after the suspension of the Certificate, the Client continues to sell products as FSC certified, they may be subject to sanctions.

## 11. CERTIFICATE RECORDS

The Certification Body maintains records of FSC CoC audits performed and FSC documentation for a period of seven (7) years after the end of the validity of the corresponding Certificate.

## 12. CUSTOMERS AND CLIENTS' COMPLAINTS AND APPEALS

- 12.1. The Client shall keep records of all complaints made known to it relating to conformity with certification requirements and make these records available to the Certification Body when requested, and:
- (a) take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements;
  - (b) document the actions taken.
- 12.2. The Client may appeal against certification decisions taken by the Certification Body. Such appeal shall be filed writing, in accordance with the terms of the Complaints and Appeal Procedure published on Cotecna's website, with a clear description of the appeal and objective evidence to support each element of the appeal.
- 12.3. Any appeal shall be filed within fourteen (14) days after the written notification about a certification decision is received by the Client.
- 12.4. A complaint is first handled according to the Certification Body's complaint & appeal management procedure and if not resolved, may be referred to ASI, and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents.
- 12.5. Upon applying for performance of FSC Services, and in relation to any complaints or appeals, the Client undertakes, at any time, to:
- (a) Agree that a complaint is first handled according to Cotecna's complaint & appeal management procedure and, if not resolved, referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents;
  - (b) Make all necessary arrangements for Cotecna to conduct the audits, evaluation and resolution of complaints;
  - (c) Ensure to Cotecna, ASI and FSC a free access to the persons, the sites, the documents and confidential information during the Certificate validity period and, if a complaint requires extra information, after a Certificate suspension or withdrawal;
  - (d) Keep a record of all complaints made known to it relating to conformity with certification requirements and make these records available to Cotecna when requested, and:
    - (i) Take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements; and
    - (ii) Document the actions taken;
- (e) Make 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.