

Annex V2021

- Annex 1: RSPO SCCS General Certification Process**
- Annex 2: Generic Terms and Conditions for Certification Services**
- Annex 3: Specific condition for RSPO certification (SF05 Part 2)**
- Annex 4: Commercial Terms and Conditions for Certification Services**

Note: Bureau Veritas Certification Hong Kong Limited is accredited for RSPO supply chain certification systems and authorized to make certification decision for the contract company. This document is attached and applicable for each RSPO SCCS contract of Bureau Veritas Certification Bureau Veritas Certification North America, Inc. The signature and the chop of the company on the contract are worth acceptance of the terms of General Certification Conditions (SF05), RSPO Specific Certification Conditions (SF05 part2), and of the RSPO Certification Process (GP01).

Annex1: RSPO - General Certification Process



GP01

RSPO

Supply Chain Certification

Description of the Certification process

Bureau Veritas Certification Hong Kong Limited

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1. General presentation of the RSPO Certification system

1.1 Presentation of the RSPO

The Roundtable on Sustainable Palm Oil (RSPO) is a not-for-profit, international membership organization that unites stakeholders from the different sectors of the palm oil industry: oil palm producers, processors and traders, consumer goods manufacturers, retailers, banks/investors, and environmental and social non-governmental organizations (NGOs), to develop and implement global standards for sustainable palm oil production.

1.2 RSPO SCCS system requirements

RSPO system requirements are defined by the RSPO supply chain standards. The RSPO standards related to supply chain are mainly coded as RSPO SC.

When Bureau Veritas Certification issues an RSPO SC certificate to a company, it provides a guarantee that the company has demonstrated conformity with all the applicable RSPO requirements at the time of Bureau Veritas' verification.

BUREAU VERITAS Certification overall performance; review of independence; used policies; certification decision process, implementation of policies and dispute resolution are available on request

2 Certification Proposition

2.1 Certification process description

This document presents Bureau Veritas Certification procedures concerning RSPO supply chain certification. These procedures are developed according to RSPO certification system requirements.

The RSPO Supply chain certification standard is designed for application at the site level of supply chain operations. In case of a number of site to be jointly included under the same certificate, verification system take place at the site level and then at the upper level (central office) and so on depending on the management organization of the applicant.

2.2 Useful definition

Standard:

Bureau Veritas Certification developed a supply chain standard for RSPO certified products based upon RSPO recommendations. The standard defines the requirements that the applicant to certification shall meet and serves as evaluation basis during audits.

BUREAU VERITAS Certification standards evolve at the same time as the standards and other RSPO reference documents.

Applicant:

Bureau Veritas Certification considers as an applicant any legal entity applying for a certification and linked contractually with Bureau Veritas Certification.

Site:

Bureau Veritas Certification considers as a "site" any location of a legal entity where the supply chain is completely or partly managed. A single legal entity can have several sites. Depending on the management implemented by the applicant, a multisite scheme can be required. (i.e. Holding with different legal entities who have different sites)

Multi Site Scheme:

A certification option for a group of sites that have a legal or contractual link with a defined Central Office, who acts as ICS. Such sites must include a minimum of two (2) participating sites and may consist of group of refineries, kernel crushers, or processing facilities, etc. that are administered by an ICS (Central Office).

Outsourcing/subcontracting:

Bureau Veritas considers as outsourcing or subcontracting an organization in which any part of the supply chain is managed by a third party company.

3 Certification application

Any company interested in certification receives on request a RFQ (Request for Quotation), the present document (GP01) and the applicable Supply chain standard(s). The whole RSPO standards, policies and guidance are available on the RSPO web site in the resource center.

3.1 Documentation list for application

3.1.1 For a single site application

The company shall provide the RFQ fulfilled and the leaflet (or any similar document) describing its activity. If existing, the company provides its supply chain monitoring procedure and RSPO products planned to be sold and propose the scope of the certification to be audited.

3.1.2 For a multisite certification scheme

The managerial chart, describing the hierarchy between the different sites must be transmitted with one RFQ questionnaire per site to be included within the scope of the certification. Certification management procedure at the site level shall be transmitted as well. Any document allowing to evaluate the dispositions specifically taken for certification, in particular concerning the supply chain or monitoring of RSPO products and the responsibilities taken at group level and at the level of each group member or of each site.

3.2 Request and Offer of service preliminary examination

3.2.1 Quotation preparation

On return of the RFQ duly filled in, Bureau Veritas Certification prepares a certification quotation based on the information given by the applicant.

3.2.2 Particular cases

3.2.2.1 Outsourcing:

Depending on its organization, the company may have to include its subcontractors in the certification scope. In this case, the company should mention the subcontractor names & address and the number of employees and the type of outsourcing to be included in the RFQ.

Subcontractors risk review will be done in order to quote the auditing time needed to have a reliable overview of the complete supply chain. A sample of the "high risk" leveled subcontractors will be

audited by Bureau Veritas according to Bureau Veritas Supply chain audit sampling plan. Outsourcing usually increases the auditing time.

The risk level is considered as “high” if one of the following mentions is true:

- ❖ physically transforming products;
- ❖ If there is a risk of uncontrolled, non-deliberate or accidental cross-contamination resulting in mixing of certified and non-certified products.

3.2.2.2 Multi-site certification

If the company applies for a multi-site certification, it shall mention it on the RFQ précisant the name, address, activities, number of employees and the turnover of the concerned sites.

In order to have a precise overview of the multisite organization, a chart displaying any available documentation justifying hierarchy and schemes is required
Bureau Veritas certification will evaluate a sample of sites to be audited in compliance with the RSPO standard.

3.2.3 General and specific terms and condition of sale

Together with the offer (SF01) are sent the general terms and condition of sale (SF05) and the RSPO specific conditions of sale (SF05 part 2). These conditions as the present GP01 document are part of the contractual agreement.

3.3 Contract

When Bureau Veritas Certification’s offer is sent back signed: the offer becomes a contract between the company and BUREAU VERITAS Certification.

At this precise part of the certification process, the company is called the applicant for certification. The optional pre-audit realization shall be validated at this step.

4 Audit preparation

Bureau Veritas Certification and the applicant have to find an agreement on the audit team’s timetable and composition to prepare the pre-audit (if applicable) and the initial audit. Also the audit scope shall be defined and proposed by the applicant to Bureau Veritas certification. This scope will be validated during the auditing process.

The applicant can ask for a revision of the audit team composition to avoid any conflict of interests between the company and one or several audit team members. Bureau Veritas Certification reserves the audit team composition final choice.

The audit preparation is finalized and presented to the applicant. The documents that will have to be examined before the audit according to the audit scope are requested and shall be provided in a reasonably agreed timeframe.

4.1 Bureau Veritas Certification Forest & Wood & food dep’t Auditors

4.1.1 Auditor's qualification

BUREAU VERITAS Certification only works with Forest-Wood/food industry specialists, in order to honor the following points:

- ❖ Independence
- ❖ Mastering of the process and industrial techniques

- ❖ Industry knowledge

To be considered as a BUREAU VERITAS Certification auditor, these specialists shall:

- ❖ prove a technical competence and a professional experience in the related industry field;
- ❖ Have followed a specific training for the audit and RSPO system standard;
- ❖ Have validated that training by having achieved at least three audits.

For audits realization, specialist auditors are designated according to the 3 following criteria:

- ❖ Competence in the Company's field of activity.
- ❖ Nearness of the Company's offices.
- ❖ Availability on the certification dates wished by the Company.

BUREAU VERITAS Certification auditor cultivates a pragmatic and efficient approach. Priority is given to the evaluation of the RSPO Supply chain system as a tool allowing the company to master its activities and to improve them.

4.1.2 Audit team composition

An audit team is formed of at least one BUREAU VERITAS Certification lead auditor, sometimes helped by other auditors or consultants.

To convene with a particular competence field BUREAU VERITAS Certification may call on specialist consultants who come with the adapted skills.

5 Pre-Audit

5.1 Pre-audit interest and realization

The pre-audit stage gives the opportunity to precise the scope of audit by identifying the industrial process implemented as well as the critical monitoring points, and to demonstrate how is managed the audit by our services. A gap analysis is realized between the monitoring/managerial system and the requirements of the RSPO Supply chain standard. Consequently, the applicant can decide when to proceed to the next step.

That step is not compulsory in the certification process; nevertheless it becomes necessary when the industrial process is complex or when the company to be evaluated is important. The pre-audit is mostly carried out by the auditor who will be the future initial audit manager.

A pre-audit report is given to the applicant; it specifies the opportunities for improvement which can be implemented before the initial audit. The time limit to carry out these actions between the pre-audit and the initial main audit shall not exceed one year.

5.2 Opportunity for Improvement

On the pre-audit report basis, the applicant for certification sets up updating actions in order to find a solution to dysfunctional points identified during pre-audit.

The applicant then notifies BUREAU VERITAS Certification by mail that the updating actions have been carried out and BUREAU VERITAS Certification appoints an audit team to prepare the initial audit. A period of about 3 weeks is necessary for that stage.

6 Initial Audit

6.1 Certification Audit program

In reasonable timelines, BUREAU VERITAS Certification sends to the Company a looking forward intervention program which specifies the schedule and the scope of the evaluation.

6.2 Initial audit realization

6.2.1 Opening meeting

At the beginning of the audit an opening meeting is organized by the lead auditor to:

Confirm the certification scope (definition of the Supply chain managed by the applicant and precise listing of the product groups and species into the SCCS.)

Present the audit course

Confirm the audit program according to the latest changes that the Company may have done.

Company managers are invited to have a clear view of the audit course and schedule. Therefore they can inform their colleagues and help in the audit course fluency.

6.2.2 Audit course

First the audit team checks company's documents, then inspect the applicant's office and production site. The audit team will assess respectively the managerial process and the operational monitoring implemented by the applicant against the RSPO standard applicable within the audit scope. Employee interviews are held in accordance with the audit scope. If necessary outside participants may be interviewed (suppliers, subcontractors...).

Audit team will also check the coherence between the products and the audit scope and a coherence checking between input and output as well.

Ongoing problems within the SCCS and proposition of corrective actions can be discussed with the auditor who will not give solutions but just inform the applicant if the corrective actions are pertinent.

6.2.3 Closing meeting

At the end of the audit, a closing meeting is organized by the lead auditor. If possible it should gather the same participants who were at the opening meeting.

During the closing meeting the lead audit should:

- ❖ Present the audit findings and results.
- ❖ Gather (SF02) issued "nonconformity reports" and give the original documents.
- ❖ Present audit conclusions to the Company's representative (signed agreement).

The Lead auditor leaves to the Company representatives:

- ❖ The original set of Non conformity reports

No certification decision can be taken at the end of the audit.

Within two days after the onsite audit, the Lead auditor produces a temporary audit report and transmits it to Bureau Veritas for revision.

6.3 Nonconformities and Corrective Actions

6.3.1 Nonconformities

It's the dysfunctions part of the process which are not compliant with the requirements of the applicable standard(s) that are formalized on a nonconformity report (SF02).

Nonconformities shall always meet the following 3 criteria:

Being objective and argued based on the relevant standard requirement;

Being based on facts and evidences. No presumptions, wishes or discriminatory argue is acceptable;

Being understood and accepted by the Company.

According to their importance, nonconformities are balanced as:

Recommendations (Level 2): remarks concerning either dysfunctions or risks not treated by the standard or an imperfect ad equation between the implemented supply chain system and the RSPO Supply chain standard requirements. The company can be certified but shall improve these points. Recommendation is usually reviewed during the next audit.

Major non conformity (Level 1): It's an isolated or sporadic failure regarding the related standard or systemic and/or systematic failure generating a permanent non-conform status toward the related standard.

If the major non conformity damages the image of the RSPO Brand, it may lead to direct suspension of the certificate

If the major NC is considered as significant risk of RSPO SC, the certificate will be suspended immediately.

6.3.2 Corrective Actions

When Non conformities (NC) are raised, Corrective Actions Requests are issued (CAR) according to the level of the raised non conformities. The corrective action shall answer the non-conformity and avoid any recurrence in the future. The applicant can start corrective actions to close the nonconformities as soon as the nonconformity reports are signed. According to the Corrective action, BUREAU VERITAS Certification auditors decide the closing of the NC on the NC report and return it to the lead auditor who will acknowledge and transmit it to the Applicant with Bureau Veritas as a copy.

Major corrective actions requests (major CAR): During the certification audit or re-certification audit, the company cannot be certified or maintain its certificate valid as long as it has pending major CARs. Any major non conformity shall be solved in 1 month (3 months for initial audit) due time to avoid certificate suspension.

In order to verify onsite the corrective action implementation, a complementary audit can be requested.

7 Certification

7.1 Certification Decision

Certification decision is taken regarding audit documentation (e.g. audit report, checklists, NC reports, annexes). Usually, the certification decision process takes within 14 days, depending on the complexity of the applicant's organization.

The certification Committee will reconsider the certification decision during its yearly meeting.

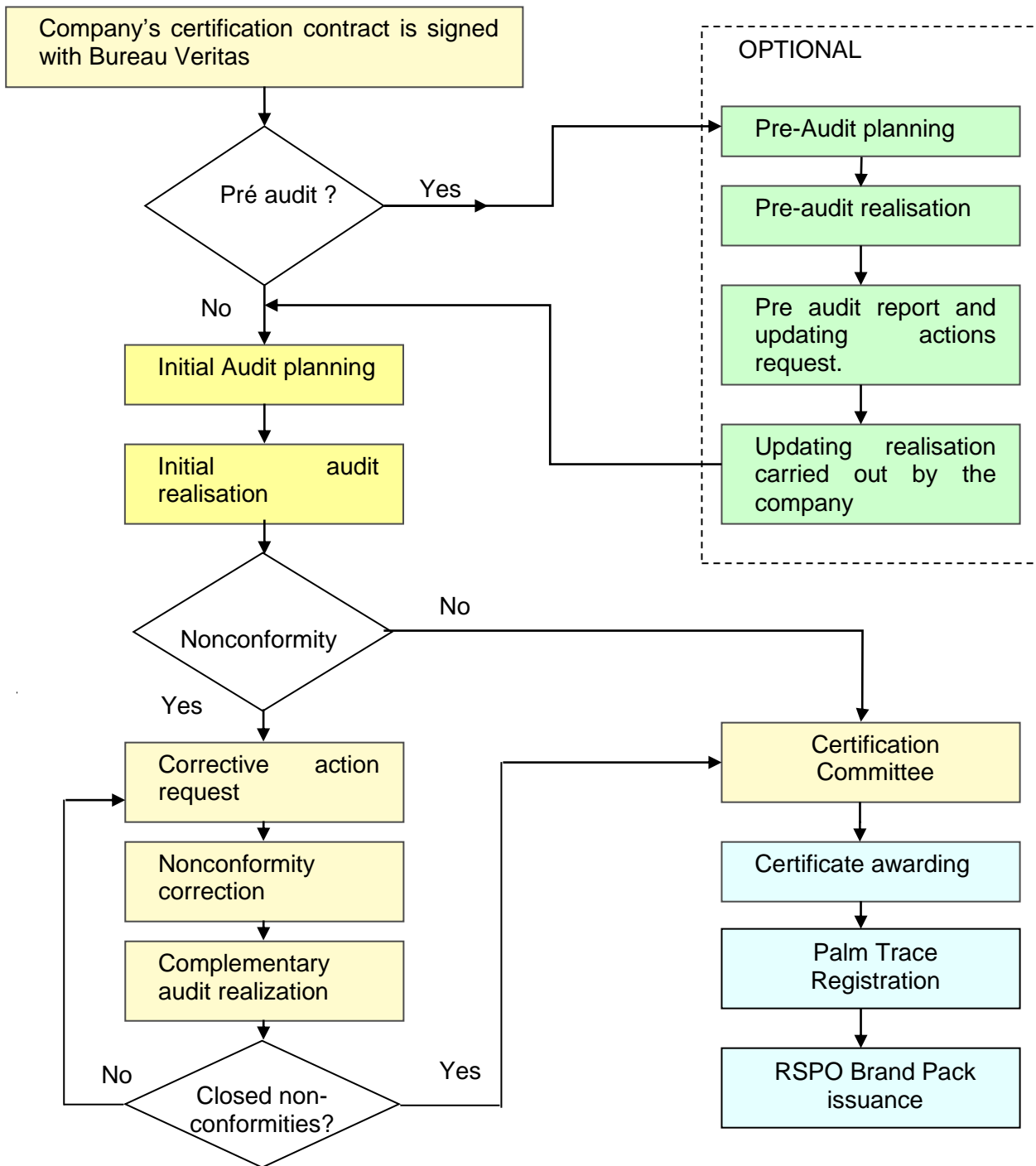
7.2 Certificate Issuance

When the certificate awarding is approved and recommendations or possible minor corrective actions requests are accepted by the applicant, a numbered certificate is issued, and the applicant becomes a certified organization.

The RSPO SCCS Certificate period of validity cannot exceed (5) five years.

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

Certification process synthesis



Maintenance

8.1 Surveillance Audits

Surveillance audits are carried out on a yearly basis with the certification decision date as reference. In addition, short notice audit or compliance audit may be carried out by Bureau Veritas. Surveillance audits enable to monitor:

Compliance continuation as evaluated during the initial audit;

Corrective actions requests and recommendations implementation;

RSPO trademark usage compliance.

During the certificate period of validity, if Bureau Veritas Certification notices major nonconformities entailing major corrective actions requests, the certificate may be suspended until the company implements the appropriate measures to be compliant.

Once per year, before the surveillance audit, the certified company shall provide Bureau Veritas Certification the list of "RSPO certified products" purchased and sold with, when applicable, species, nature, quantity and suppliers. The information is considered as strictly confidential.

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

8.2 Renewing Audit

The last surveillance audit is called renewing audit. During this audit Bureau Veritas Certification makes a complete evaluation as if it was an initial audit.

In order to reduce the risk of gap between two (2) certification periods, the certification holder is supposed to ask for re-accreditation at least four (4) months before the certificate validity expires.

8.3 Certificate Scope modification

The scope of the certificate can be modified (extended or reduced) under request of each parties (BUREAU VERITAS Certification or the certificate holder).

In case of scope extension, BUREAU VERITAS Certification reserves the right to inspect the site of the certificate holder. Any scope modification cannot extend the validity period of the certificate.

9 Certification Costs

9.1 Certification process cost

The costs of the certification process include:

Administrative fees

The audits preparation: Gathering of the applicants' information and a planning of the operations (audit team constitution, stakeholders' preliminary consultation, diverse documents realization, and communication to the applicant).

Audits cost: (pre-audit, initial audit, complementary audit and surveillance audit) correspond to the evaluation time, on the field, of the audit team

Reports redaction cost: It depends on the evaluation length and the number of auditors involved.

Traveling and accommodation costs. During the audits, the auditors traveling and accommodation costs are charged to the applicant or the certified organization, on the basis of written proof provided and within the limits of a budget predefined in the contracts.

Scope and certification modification fees: It includes any modification on RSPO website and (or) the certificate. The cost shall be charged according to the contract with certificate holder.

10 Certificate: Suspension/Withdrawal, Scope modification

In case of disrespect of the certification rules or damage on the RSPO image some disciplinary measure will be engaged.

For example:

Absence of corrective action implementation in the defined timelines The Certification committee then takes the suspension decision depending on the importance of the nonconformity.

Evidence of a deliberate non conform status

Delay of payment against the payment clauses

In case of serious and indisputable failure to comply with the requirements of the standards, Bureau Veritas Certification remains authorized to suspend the certificate, temporarily and without consulting the Certification committee.

Where objective evidence indicates that there has been a demonstrable breakdown in the supply chain caused by the certified client's actions or inactions, and that oil palm products have been or are about to be shipped which are falsely identified as RSPO certified product, then immediate action shall be taken by the CB, and the RSPO Supply Chain certification shall be suspended until such time that the situation has been addressed. It is a requirement that Bureau Veritas informs RSPO within 24 hours of the decision to suspend certification.

If certification is suspended or removed, for example on the basis of lack of effective corrective actions, the site shall inform their supply chain customers within 3 (three) business days.

In order to cancel a certificate suspension, a complementary audit (documentary or onsite audit) shall be conducted in order to verify the carrying out of the requested corrective action(s).

In the particular condition of RSPO member fees payment, if the certificate holder refuses to pay the fees, the certificate will be suspended and if no action is taken by the Certificate holder, the certificate will be withdrawn after 6 month of suspension. A suspended certificate doesn't give the allowance to sell any RSPO certified products.

In case of certificate suspended or withdraw, the organization shall remove all RSPO Trademark uses within 3 months after certificate termination.

11 Complaint, Appeal and Objection

11.1 Complaint:

It's a formal expression of dissatisfaction (different from an appeal) relating to the activities of Bureau Veritas Certification and/or its subsidiaries. Bureau Veritas Certification has its own process to manage appeals and complaints.

In case of complaint, the formal complaint shall be transmitted to Bureau Veritas Certification (address on the front page).

Client can refer its complaint to Bureau Veritas's dispute resolution procedures.

11.2 Appeal:

The applicant or certificate holder may request for reconsideration of a certification decision or non-conformity issuance related to its certification status. Appeals shall be transmitted to the managing office and copied to the accredited office (address on the front page).

11.3 Objection:

The applicant do have the right to object to the BV's audit process.

12 Applicable Standards

12.1 RSPO Supply Chain standard

To demonstrate efficiency of the supply chain implemented in the company, compliance with the RSPO Supply Chain applicable version shall be demonstrated.

The RSPO Supply Chain standard (RSPO-PRO-T05-001) is applicable for all the supply chain applicant

RSPO Supply Chain standard have to be respected in all site concerned by the certification scope.

13 Confidentiality

The Bureau Veritas Certification office staff and its auditors commit themselves to deal in a strictly confidential manner with any information or any documents which they get know n during audits.

The confidentiality can be invalid in the following conditions:

Legal appeal.

Written agreement granted by the Company.

14 Observer's participation to audit

BUREAU VERITAS Certification can be led to associate observers to its Certification or monitoring audits. These observers can be:

BUREAU VERITAS Certification in-house auditors (within the scope of BUREAU VERITAS Certification in-house audit activities)

BUREAU VERITAS Certification International in-house auditors (BUREAU VERITAS Certification in-house audit by BUREAU VERITAS Certification International network)

BUREAU VERITAS Certification auditors in training

ASI auditors (Accreditation Services International - Accreditation Organization for RSPO) (at the time of a BUREAU VERITAS Certification audit within the scope of accreditation programs)

The company has to accept the presence of an accreditation organization representative during BUREAU VERITAS Certification audits. In the other cases, the observer's presence is submitted to the Company's agreement.

Annex 2: Generic Terms and Conditions for Certification Services

1. A DEFINITIONS AND INTERPRETATION

- 1.1.1 **Affiliate** means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the Party in question. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to 50% (fifty per cent) or more of the equity shares of the other entity or if it possesses, directly or indirectly, the power to determine the composition of the board of directors of the other entity;
- 1.1.2 **Agreement** means Bureau Veritas Certification's acceptance of a completed Application Form, Proposal, or other instructions for Services from the Client. These General Conditions (as defined below) govern each agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification;
- 1.1.3 **Application Form** means Bureau Veritas Certification's standard form to be completed by the Client setting out the Services to be performed by Bureau Veritas Certification, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in the Order Form or in a separate document, Proposal or price list;
- 1.1.4 **Bureau Veritas Certification** means the certification-related entity of the Bureau Veritas group of companies that has entered into the Agreement with the Client;
- 1.1.5 **Certificate of Approval** means the certificate issued by Bureau Veritas Certification confirming that an audit has been passed for a product, service or process to be marketed or used for stated purposes under stated conditions;
- 1.1.6 **Client** means the person, firm, company, partnership, association, trust or government agency or authority that appoints Bureau Veritas Certification to provide the Services and identified as such in the applicable Order Form, Proposal or agreed written instructions;
- 1.1.7 **General Conditions** means the (i) Generic Terms and Conditions for Certifications Services, (ii) Commercial Terms and Conditions for Certification Services and (iii) Technical Terms and Conditions for Certification Services;
- 1.1.8 **Proposal** means any proposal, quotation or other document issued by Bureau Veritas

Certification to the Client that sets out the Services, fees and any other information and terms and conditions in relation to the performance of the Services;

1.1.9 **Reports** means all documents and products created by Bureau Veritas Certification in relation to or as a result of the performance of the Services, excluding the Certificate of Approval;

1.1.10 **Services** means the certification services, covering audit and certification services against an appropriate recognized specification or part thereof, to be performed by Bureau Veritas Certification for the Client under the Agreement and as set out in the applicable Application Form, Proposal or any other written instructions, to the extent that any such other written instructions are accepted by Bureau Veritas Certification.

2. APPLICATION OF GENERAL CONDITIONS

2.1 Unless otherwise expressly agreed in writing and signed by both Parties, or solely to the extent otherwise required by mandatory application of law, these General Conditions will:

2.1.1 apply to and be incorporated in the Agreement;

2.1.2 apply to all actions and Services provided by Bureau Veritas Certification; and

2.1.3 Prevail over any inconsistent terms or conditions contained in the Client's standard terms and conditions or any other communications with Bureau Veritas Certification.

2.2 For the avoidance of doubt, under no circumstances will the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Application Form or other document, govern the Agreement.

2.3 Bureau Veritas Certification acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and Bureau Veritas Certification. The Agreement shall not be deemed to create any rights for the benefit of any third parties, including (without limitation) suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2.4 Bureau Veritas Certification, in its sole and absolute discretion, may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate, agent without the prior approval of the Client, and the Client hereby consents to such delegation. For the purposes of clause 6.1, the Client hereby consents to Bureau Veritas Certification disclosing any and all of the Confidential Information of the Client to such Affiliate, agent for the sole purpose of performing the Services, in whole or in part.

2.5 The Services offered by Bureau Veritas Certification are “open ended” and are subject to automatic renewal.

3. COMMENCEMENT AND DURATION

3.1 The Services performed under the Agreement shall be provided by Bureau Veritas Certification to the Client from the date of validity of the Agreement (refer to 1.1.2).

3.2 Subject to clause 11, the Services performed under the Agreement shall be supplied for the period as set out in the agreed Application Form, Proposal or other written instruction received from the Client and accepted by Bureau Veritas Certification. Where no such period for performance of the Services has been stipulated, Bureau Veritas Certification shall perform the Services within a reasonable time in its sole discretion.

3.3 This Agreement will be valid for a period of three (3) years and shall be renewed automatically at the end of this initial period for successive periods of three (3) years unless the Client notifies the termination to Bureau Veritas Certification with a notice period of three (3) months prior to the end of the three (3) years contractual period.

4. BUREAU VERITAS CERTIFICATION'S RIGHTS AND OBLIGATIONS

4.1 Bureau Veritas Certification shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

4.2 Bureau Veritas Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.

4.3 In providing the Services, Bureau Veritas Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding Bureau Veritas Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Bureau Veritas Certification relied in the performance of the Services, such unfulfilled

liabilities of a third party will not cause Bureau Veritas Certification's liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

4.4 For the avoidance of doubt, under no circumstances does Bureau Veritas Certification fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Bureau Veritas Certification for any activities undertaken by the Client or systems or processes maintained or put in place by the Client.

4.5 Bureau Veritas Certification and RSPO Accreditation Body reserve the rights to access the clients' premises, documents and records deemed necessary.

4.6 Bureau Veritas Certification and RSPO Accreditation Body reserve the rights to conduct witness assessment, compliance assessment, unannounced assessment, or any other special short notice assessment.

5. CLIENT'S RIGHTS AND OBLIGATIONS

5.1 The Client must:

5.1.1 co-operate with Bureau Veritas Certification in all matters relating to the Services; In particular in case of remote audit, the Client and Bureau Veritas Certification define the suitable ICT means (Information and Communication Technology) to ensure an efficient conduct of the audit and an appropriate level of confidentiality;

5.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access and transportation to all necessary equipment, materials, facilities, documents, data, and personnel as required by Bureau Veritas Certification, its agents, and representatives, to perform the Services;

5.1.3 prepare and maintain the relevant premises and materials for the supply of the Services, including without limitation, identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services;

5.1.4 adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services

and inform Bureau Veritas Certification without delay of all health and safety rules and regulations, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority and any other reasonable security requirements that apply at any of the relevant premises;

5.1.5 ensure that the Client's equipment is in good working order, under the Client's control and operation, suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements;

5.1.6 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;

5.1.7 ensure that all documents, information and material made available by the Client to Bureau Veritas Certification under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and

5.1.8 Ensure that such information is accurate in all material respects. Client Information shall be provided by the Client to Bureau Veritas Certification at least twenty (20) days before the agreed start date of each audit. Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from any prevention or delay of the Agreement by the Client;

5.1.9 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

5.2 To the extent that Bureau Veritas Certification renders Services, the Client agrees that Bureau Veritas Certification does not owe any specific success but only such Services.

5.3 Bureau Veritas Certification reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to timeously provide Bureau Veritas Certification with the relevant Client Information.

6. CONFIDENTIALITY

6.1 Client Information means all codes, documents, instructions, manuals, measurements, specifications, requirements, and any other information and materials provided by the Client and necessary for Bureau Veritas Certification to perform the Services;

Confidential Information means all and any non-public information disclosed by one Party to the other Party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information;

6.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

6.3 This confidentiality undertaking shall not apply to any information:

6.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;

6.3.2 which was in the possession of the receiving Party prior to its disclosure;

6.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

6.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

6.3.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or

6.3.6 which is disclosed to an Affiliate of the receiving Party on a need to know basis.

6.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

6.5 Notwithstanding the provision of clause 6, Bureau Veritas Certification reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.

6.6 Notwithstanding the provision of clause 6, Bureau Veritas Certification reserves the right to use the Client's data for benchmarking and analysis purposes, being

understood that any such use by Bureau Veritas Certification will be in compliance with the application regulation protecting personal data and the data would be anonymous.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

7.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.

7.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.

7.4 The names, service marks, trademarks and copyrights of Bureau Veritas Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Bureau Veritas Certification and then only in the manner prescribed by Bureau Veritas Certification.

7.5 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the Bureau Veritas Certification's Intellectual Property, its proprietary software, proprietary audit methods, training materials and best practices manual, protocols, Bureau Veritas Certification's name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by Bureau Veritas Certification to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual Property rights shall remain the sole property of Bureau Veritas Certification.

8. DATA PROTECTION

Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (Together "Data Protection Laws").

The Parties acknowledge that Bureau Veritas Certification may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by writing executed by both Parties.

Bureau Veritas Certification collects personal data indirectly, through the Client who provides Bureau Veritas Certification with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing within the material scope of article 2 of the EU General Data Protection Regulation 2016/679.

The Client hereby accepts and commits to provide the data subjects with such information in a manner compliant with articles 13 and 14 of the EU General Data Protection Regulation 2016/679.

8.1 Data Processing

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: the performance of the Agreement, including but not limited to, the provision of certification services and other services as requested by the Client.
- the categories of personal data involved (the "Personal Data"): personal data relating to the identity of the data subjects and to their professional life.
- the duration of the data processing, which is equal to the duration of the Agreement, may be extended for the validity of the certificate (up to five years from issuance depending on applicable standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.
- the categories of data subjects concerned: employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing, notably in order to justify

their compliance with Data Protection Laws and this Article (Data Protection), in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

8.2 Data Processor's obligations

Bureau Veritas Certification will:

- inform promptly the Client of any circumstances entailing an incapacity of Bureau Veritas Certification to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, Bureau Veritas Certification and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by Bureau Veritas Certification of its Services under this Agreement. If Bureau Veritas Certification considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;
- assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;
- cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;
- communicate, upon request, to the Client the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the EU General Data Protection Regulation 2016/679 of 27 April 2016.

8.3 Confidentiality measures

Bureau Veritas Certification will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by European or applicable law.

8.4 Security measures

Bureau Veritas Certification will preserve the security of Personal Data, and in particular:

- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

8.5 Sub-processing and cross-border transfers

The Client hereby expressly agrees that Bureau Veritas Certification may entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing, and that Bureau Veritas Certification may transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection to perform the Services.

In addition, Bureau Veritas Certification undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in clause Data Protection,
- it has entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to any international transfer of personal data;

- it will remain fully liable for any breach of this Article (Data Protection) and/or Data Protection Law committed by the Sub-Processor in the framework on the Services
- Client acknowledges and agrees that Bureau Veritas Certification may transfer audit reports to accreditation bodies and/or scheme owners in order to comply with applicable legal or regulatory requirements, such audit reports including personal data of Client's employees, contractors, business partners and/or clients.

9. LIMITATION OF LIABILITY

9.1 This clause sets out the entire liability of Bureau Veritas Certification (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the Client in respect of the Services, the Certificate of Approval and/or the Reports, any breach of the Agreement, any use made by the Client of the Services, the Certificate of Approval and/or the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.

9.2 Except as set out in clause 9.3 neither Party shall be liable to the other Party in any circumstances whatsoever for:

- (i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
- (ii) depletion of goodwill and/or similar losses; or
- (iii) loss of contract; or
- (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.3 Nothing in these General Conditions limits or excludes the liability of either Party:

- (i) for death or personal injury resulting from negligence; or
- (ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or
- (iii) for any other loss which by law cannot be excluded or limited.

9.4 Without prejudice to clause 9.1 or 9.3, the total aggregate liability of Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or

breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to Bureau Veritas Certification in respect of the Services that give rise to Bureau Veritas Certification's liability to the Client.

9.5 The Client hereby indemnifies Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers, and agents, and holds them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:

- 9.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents or employees;
- 9.5.2 any claim by a third party in connection with the Services, Certificate of Approval and/or the Reports, including, without being limited to, where a Certificate of Approval and/or the Report is disclosed in full or in part to the third party with the consent of Bureau Veritas Certification;

10. FORCE MAJEURE

For the purpose of this clause "**Force Majeure**" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation, including (without limitation):

Are considered as Force majeure, any compelling, insuperable and unpredictable event and independent of the will of one, or other of the Parties resulting in the impossibility to achieve or continue the Services.

10.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

10.1.1 The Force Majeure shall be immediately notified by the Claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;

10.1.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Service.

- 10.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.
- 10.3 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause 10.1, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.
- 11. TERMINATION**
- 11.1 Bureau Veritas Certification may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in Bureau Veritas Certification's sole opinion in the circumstances.
- 11.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if the other Party:
- 11.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default for 10 (ten) days after being notified in writing to make such payment;
- 11.2.2 commits a material breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach;
- 11.2.3 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 11.2.4 becomes unable to pay its debts as and when they become due;
- 11.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;
- 11.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;
- 11.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.
- 11.3 On termination of the Agreement for any reason:
- 11.3.1 the Client shall immediately pay to Bureau Veritas Certification all of Bureau Veritas Certification's outstanding unpaid invoices (which shall become immediately due and payable) and interest, if any, on any outstanding sums and, in respect of Services supplied but for which no invoice has been submitted, Bureau Veritas Certification may submit an invoice, which shall be payable by the Client immediately on receipt thereof;
- 11.3.2 the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.
- 11.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.
- 12. WAIVER**
- A WAIVER OF ANY RIGHT UNDER THE AGREEMENT IS ONLY EFFECTIVE IF IT IS IN WRITING AND IT APPLIES ONLY TO THE CIRCUMSTANCES FOR WHICH IT IS GIVEN. NO FAILURE OR DELAY BY A PARTY IN EXERCISING ANY RIGHT OR REMEDY UNDER THE AGREEMENT OR BY LAW SHALL CONSTITUTE A WAIVER OF THAT (OR ANY OTHER) RIGHT OR REMEDY, NOR PRECLUDE OR RESTRICT ITS FURTHER EXERCISE. NO SINGLE OR PARTIAL EXERCISE OF SUCH RIGHT OR REMEDY SHALL PRECLUDE OR RESTRICT THE FURTHER EXERCISE OF THAT (OR ANY OTHER) RIGHT OR REMEDY.
- 13. ASSIGNMENT**
- 13.1 The Client shall not, without the prior written consent of Bureau Veritas Certification, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.
- 13.2 The Client acknowledges that, and hereby expressly consents to, Bureau Veritas Certification at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement
- 14. SEVERANCE**
- 14.1 If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required,

be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. ENTIRE AGREEMENT

15.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.

15.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of,

any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

16. GOVERNING LAW AND JURISDICTION

16.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales, notwithstanding any conflicts of laws rules that could require the application of any other law.

16.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter

Annex 3: Specific condition for RSPO certification (SF05 Part 2)

SF05 Part II - RSPO Supply chain Certification Specific Conditions

Object

This document is for the purpose to specify relations and mutual obligations between Bureau Veritas Certification and its Client in respect of RSPO certification. The following requirements apply to RSPO Supply chain certificate issuance regarding processing, trading or supplying activities conducted by the Client. In case that the Client violates any term provided herein, the Certificate (as defined below) and the certification trademark use right will be suspended or withdrawn by Bureau Veritas Certification.

RSPO Supply chain certificate issuance

Bureau Veritas Certification, upon the approval from its Certification Committee, issues a RSPO Supply chain certificate (the "Certificate") to the client. This Certificate is identified by a specific registration code. Further to the audits, the Certification Committee has the right to decide on the granting, conditional granting, maintaining, conditional maintaining, extending, suspending and withdrawing of the Certificate. At the expiration date of the Certificate, a renewal audit may be proceeded in order to review the client's activities and allow a certificate renewal.

In case of damage in the image or in the reputation of the RSPO, Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate, with immediate effect, even without RSPO official inquiry.

Surveillance audits and random inspection

Surveillance audits will be scheduled each year following the certificate issuance. The conditions and intervention periods of the surveillance audits are specified in the certification contract.

Bureau Veritas Certification reserves the right to make, at its expense, random inspection in both the offices and production sites of the client.

Bureau Veritas Certification obligations towards the client

Bureau Veritas Certification undertakes to:

- Supply to the client the necessary information and documentation regarding the RSPO Supply chain certification system;
- Provide the client with the contact details as well as the name of the contact person regarding the certification;
- Organise and conduct audits as specified through the certification contract;
- Require appointed auditors to precede the audits under a confidentiality commitment in regard to the client's operations and the audits results;
- Submit an audit report to the client within 3 weeks following the end of the audit;
- Communicate the full audit reports only to the Certification Committee and to the RSPO;

- Make the certification decision no later than 14 days after the initial or complementary audit report finalisation;
- Promptly inform the client in writing about any evolution of the RSPO Supply chain referential standard or of the certification system to allow the client to conform to this evolution in the next 12 months.
- Make public the documentation required by the RSPO to be in accordance with the related standards.

Client obligations towards Bureau Veritas Certification

The client undertakes to:

- In case of certificate conditional granting, conform to the time schedule for the minor corrective actions as specified in audit reports and, if necessary, subject to Bureau Veritas Certification's any modification of this schedule;
- Fulfil the RSPO Supply chain referential requirements for the RSPO Supply chain certificate period of validity (5 years);
- Ensure to Bureau Veritas Certification approved auditors its full and constant collaboration during the audits;
- Seek no consultation with the approved auditors;
- Ensure to Bureau Veritas Certification and to the RSPO a free access to the persons, the sites and the documents during the certificate validity period and, if a complaint requires extra information, after a certificate suspension or withdrawal;
- Inform Bureau Veritas Certification, in writing, as soon as possible about modifications in its organization having potential consequences in regards to RSPO Supply chain referential requirements conformity;
- Accept, after the parties' agreement, a new audit when important modifications justify an urgent audit;
- Make a correct use of RSPO trademarks and of certificate registration code according to the aforesaid provisions;
- Include RSPO products nature and quantity and the RSPO certificate registration code in the corresponding sale documents (invoices, shipping documentation...);
- Limit RSPO trademarks use to the products included in the certificate scope;
- Supply upon inquiry, every year, the exhaustive list of products that has used any RSPO trademarks. The list will clarify the specie, the nature and the quantity of products bought and sold as well as the name of the suppliers or the customers of the client;
- Accept RSPO decisions in regards to RSPO certificate issuance. RSPO has power to require the Certification Committee to suspend or withdraw a certificate;
- Make public the documents as specified by RSPO Supply chain referential;
- Allow Bureau Veritas Certification, in the absence of opposite information, to use its name as commercial reference;
- Respect the present document terms whatever the audits results are;
- Send back to Bureau Veritas Certification, in case of certificate withdrawal or termination, the awarded certificates as well as logos, materials and other documents in relation to the use of RSPO trademarks;

- Satisfy the new requirements related to any evolution of the RSPO Supply chain referential within 12 months upon notice by Bureau Veritas Certification;
- Satisfy the Certification Committee's demands and decisions following audits.
- Continues to pay all specified evaluation fees and costs.

Fees

The RSPO certification excludes an annual fee chargeable to the client (i.e. Accreditation Administration Fee). This fee is paid to RSPO in order to cover the management and promotion costs of the brand. The amount of the annual fee may be modified by the RSPO at any time. The nonpayment of the annual RSPO Fee will lead to the certificate withdrawal.

Certificate extension, reduction, suspension & termination

During its period of validity, the RSPO certificate holder may require an extension of the scope of its certificate but cannot extend the period of validity of the certificate. Bureau Veritas Certification reserves the right to inspect the site of the specified operation before agreeing to the scope extension. In case of scope modification requirement, the certificate holder shall return its old certificate in order to receive a new one with the new wording for the scope.

A reduction RSPO Supply chain certificate scope may also be considered on request from the client to Bureau Veritas Certification. In case of certificate suspension, the period of suspension cannot exceed 6 months. After this 6-month suspension, the certificate will be terminated.

Confidentiality

The parties oblige themselves to handle in a confidential way all subjects under this contract and to take all necessary measures to insure compliance with this commitment.

However, in order to promote the certified products, Bureau Veritas Certification will use the client name and the contact details and may give an information about certified products (products nature and quantity) launched on the market by the client.

Dispute

The client has:

- 21 days, after communication of audit reports by Bureau Veritas Certification, to indicate in writing to Bureau Veritas Certification any complaint or disagreement regarding the audit reports and their conclusions;
- 15 days, after notification of Certification Committee's decisions, to indicate in writing to Bureau Veritas Certification any appeal, complaint or disagreement regarding such decisions.

After the above periods, the appeals, complaints and disagreement will not be accepted by Bureau Veritas Certification.

Bureau Veritas Certification will do its best to resolve the disputes in a amicable way, however if an agreement cannot be found after the parties' negotiation, the RSPO General Certification Conditions should apply to commercial disputes and the RSPO Organization.

Center (Kular Lumpur) will be the only competent authority for the disputes in regards to the RSPO Supply chain referential requirements interpretation or to the RSPO trademarks use.

Annex 4: Commercial Terms and Conditions for Certification Services

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Fees** means the fees payable by the Client to Bureau Veritas Certification for the Services, as set out in the applicable Order Form, Proposal or agreed written instructions, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of Bureau Veritas Certification incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof;

2. FEES AND PAYMENT

- 2.1 In consideration for the provision of the Services by Bureau Veritas Certification, the Client will pay the Fees in accordance with this clause 2, unless otherwise agreed in writing between the Parties. The Fees are exclusive of all applicable taxes, unless stated otherwise.
- 2.2 Bureau Veritas Certification shall invoice Clients on delivery of the Services. Under no circumstances will the Certificate of Approval be released until full payment has been received by Bureau Veritas Certification.
- 2.3 The Client will pay each valid invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds and without deduction or set-off, within thirty (30) days of the date of the invoice.
- 2.4 Without prejudice to any other right or remedy that Bureau Veritas Certification may have, if the Client fails to pay Bureau Veritas Certification the initial deposit or advance payment, if any, or any subsequent invoice on or before the due date, Bureau Veritas Certification may, in its sole and absolute discretion:
- charge interest on such sum from the due date for payment at the monthly rate of 2.5%, accruing on a daily basis and being compounded monthly until payment is made in full (both dates inclusive), whether before or after any judgment; and/or;
 - suspend all Services until payment has been made in full.
- 2.5 All fees are exclusive of accommodation, meals, subsistence, travel and any other incidental costs and expenses and will be charged by Bureau Veritas Certification as pre-agreed at a fixed rate or at the actual cost thereof.
- 2.6 Unless otherwise agreed between the Parties in writing, all sums payable to Bureau Veritas Certification will become immediately due and payable on termination of the Agreement for any reason whatsoever, despite any other provision of the Agreement. This clause is without prejudice to any right of Bureau Veritas Certification to claim interest, collection costs, legal costs or any other right in terms of law or the Agreement.

3. INITIAL DEPOSIT

- 3.1 Bureau Veritas Certification may, in its sole and absolute discretion, require the Client to provide an initial deposit or advance payment of an amount or percentage of the Fees as determined by Bureau Veritas Certification, as security for payment of the Fees, on or before the date specified by Bureau Veritas Certification or, if no date is specified, prior to commencement of the Services. Bureau Veritas Certification will not commence provision of the Services unless and until any such upfront payment has been received in full by Bureau Veritas Certification.
- 3.2 The payment of an initial deposit or advance payment in no way relieves the Client of timeous payment of any invoices.

4. YEARLY REVISION

- 4.1 Bureau Veritas Certification reserves the right to review and amend its charges annually and, in any case, automatically after the first three years cycle; as a minimum, these charges will be adjusted to take into account the inflation rate, any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.

4.2 Notwithstanding clause 4.1, Bureau Veritas Certification will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonable control of Bureau Veritas Certification or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then Bureau Veritas Certification reserves the right not to commence or continue with the provision of the Services, or any part hereof.

5. CANCELLATION, POSTPONEMENT OR RESCHEDULING OF THE SERVICES

5.1 Should the Client wish to cancel, postpone or reschedule commencement or further provision of the Services, or any part thereof, the Client must provide Bureau Veritas Certification with prior written notification of not less than thirty (30) days in the event of postponements or rescheduling and not less than three (3) months in the event of cancellations.

5.2 Any cancellation, postponement or rescheduling of the Services will in all instances entitle Bureau Veritas Certification to claim full payment of the Fees for the Services that have been rendered and any and all costs incurred by Bureau Veritas Certification as at the date of cancellation, postponement or rescheduling on presentation by Bureau Veritas Certification of an invoice in respect thereof.

5.3 In addition, a cancellation charge, as provided in the Agreement between the Parties, will be levied by Bureau Veritas Certification in the event of any cancellation, postponement or rescheduling of the Services. In the event that the initial deposit or advance payment, if any, exceeds the cancellation charge, such excess amount will be refunded to the Client (unless any other amount is due and owing by the Client to Bureau Veritas Certification). The Client agrees that any such cancellation charge is a reasonable measure of the costs incurred by Bureau Veritas Certification in preparation of provision of the Services.

5.4 Under no circumstances will Bureau Veritas Certification be liable for any claims, costs, damages or losses of any nature whatsoever and howsoever arising as a result of the Client's cancellation, postponement or rescheduling of the Services, or any part thereof.