

Product Regulations
FSC® Chain of Custody Certification
Important Information for Applicants and Customers

Content

1. Introduction	3
2. Quality Austria	3
2.1 Mission	3
2.2 Maintaining the impartiality and independence of Quality Austria	4
3. Forest Stewardship Council®	4
3.1 Mandate.....	4
3.2 Introduction	4
3.3 FSC Principles and Criteria.....	4
3.4 Accreditation	5
3.5 Information provided by FSC	5
4. FSC certification procedure	6
5. The qualityaustria FSC CoC Certificate.....	7
5.1 Granting, maintaining, extending, reducing, suspending, withdrawing	7
5.2 The FSC Logo	13
6. Rights and duties	14
6.1 Rights of the customer	14
6.2 Duties of the customer.....	15
6.3 Rights and duties of Quality Austria	15
6.4 Rights and duties of FSC	16
7. Objections / complaints	17
8. FSC Annual Administration Fee	17
9. Public documents that also are obtainable	18
10. Registration	18

1. Introduction

Quality Austria has established the terms and conditions as well as the rights and obligations in connection with its services (namely auditing, assessment, certification and training) in its Regulations for **qualityaustria** services and guarantee marks.

In the present Product Regulations, Quality Austria regulates the specific procedure and the conditions for obtaining and maintaining certification acc. to the FSC® Chain of Custody. These Product Regulations are applicable along with the Regulations for **qualityaustria** services and certification marks and are an integral part of the offer.

Additional agreement with Polish customers:

W przypadku przyjęcia i podpisania niniejszej oferty na przeprowadzenie procesu certyfikacji na zgodność z wymaganiami FSC® CoC klient uznaje, iż stroną umowy jest akredytowana jednostka Quality Austria Trainings, Zertifizierungs und Begutachtungs GmbH pod numerem ASI-ACC-071, jak też uznaje aktualną regulację qualityaustria RE_27_01_072e_Product_Regulation_FSC_CoC, będącą załącznikiem do Ogólnych Warunków Handlowych, jako część składową oferty. Quality Austria-Polska Sp. z o.o. będąca spółką córką firmy Quality Austria Trainings-, Zertifizierungs- und Begutachtungs GmbH korzysta z usług audytorów FSC, powołanych przez Quality Austria Training, Certification and Evaluation GmbH. Kontraktowym partnerem handlowym dla celów rozliczeniowych jest Quality Austria-Polska Sp. z o.o.

2. Quality Austria

These Product Regulations are applicable in addition to **qualityaustria** rules, such as Guidelines or Terms and Conditions.

2.1 Mission

Quality Austria is the leading Austrian interlocutor for trade and industry and society in terms of all the issues relating to integrated management systems on the basis of quality, environmental, safety and OH&S (occupational health and safety) management as well as of the topic of business quality and excellence. Quality Austria forms the central national network node for customers, knowledge developers, knowledge carriers, consultants and technical experts in the following service areas:

- certification, assessment, evaluation, verification and validation;
- training and personnel certification;
- knowledge transfer

Thanks to a structured innovation process, Quality Austria guarantees the sustainability, competitiveness and high quality of the range of services. On a national scale, Quality Austria promotes the further development of organizations participating in the Austrian Quality Award to top performance. Large-scale international anchoring with a well-founded range of services and active collaboration in bodies help Quality Austria to win international recognition and make an important Austrian contribution to developing international standards and regulations. Quality Austria decisively contributes to the further development of the topics of integrated management systems and business quality and excellence in society and trade and industry.

qualityaustria's independence is significantly guaranteed by its success on the market. Earnings will be re-invested according to the non-profit character of the owners.

2.2 Maintaining the impartiality and independence of Quality Austria

The organizational structure selected ensures the strict independence of Quality Austria. To maintain its impartiality, Quality Austria does neither carry out any consultancy work nor FSC specific in-house trainings.

3. Forest Stewardship Council®

3.1 Mandate

The mandate of the Forest Stewardship Council®, A. C., consists in supporting economically viable and ecologically and socially compatible management of the earth's forests.

3.2 Introduction

The Forest Stewardship Council (FSC) was an outcome of the United Nations "Environment and Development" Conference in Rio de Janeiro in 1993. It was founded as an independent, non-profit, and nongovernmental organization. Structured as a membership organization, FSC provides a platform for discussion among different stakeholders and enables democratic participation and decision-making processes.

FSC General Assembly consists of representatives from environmental associations, timber trade and forestry, social, nongovernmental organizations, indigenous peoples' organizations, forest certification organizations and communal forestry groups. Additionally, retailers, manufacturers and individual forest owners are members of FSC.

Individuals or organizations can apply for membership in one of the three chambers – environmental, economic or social chamber. These chambers are further divided into North and South Chambers. Each chamber holds the same weight of votes (33.3%), regardless of the number of its members. Furthermore, the votes are balanced in each chamber, so that both North and South have 50% of votes. This voting system guarantees a fair distribution of influence between individual stakeholders / interested parties and levels of economic strength.

From 1990 to 1993, FSC developed and tested the concept of certification and accreditation in several countries. After the inaugural meeting in October 1993, FSC submitted its Statutes, Principals and Criteria for environmentally and socially responsible forest management, and the Guidelines for certification bodies to the founding members for ratification. The Statutes were approved by the voting parties. For further information, see www.fsc.org.

3.3 FSC Principles and Criteria

The FSC Principles and Criteria comprise a set of ten principles of forest management and the associated criteria. They form the framework of the FSC certification scheme. The FSC Principles and Criteria are applicable to all types of forests in all countries. They have been designed as to enable consistency between all forests certified.

The FSC Principles and Criteria for forest management do not constitute an FSC Standard as such. They need more detailed interpretation and additional review indicators in order to be applicable on the level of forest enterprises. They have been conceived as to make it possible

to develop FSC Standards on a national, regional or local scale, which take local economic, social and environmental conditions into account.

3.4 Accreditation

Accreditation is the process in which an independent third party acknowledges the competence and independence of an organization. The role of accreditation consists in being capable of asserting credibly that the Quality Austria carries out certifications competently and independently. Responsibility for accreditation for FSC certification devolves on ASI (Assurance Services International GmbH (Ltd.)). FSC does not certify any forest products itself. This work has been transferred to the certifiers. ASI regularly reviews independent certifiers for compliance.

ASI accredits certifiers for two different functions:

- for the independent assessment of forest management in accordance with environmental, social and economic criteria and subject to compliance with the FSC Principles and Criteria for forest management ("Forest Management" or FM);
- for the demonstration of the separate elements of the chain of custody of certified forest products from the processing stage to the end consumer ("Chain of Custody" or CoC).

Certification accredited by FSC is a voluntary, market-driven, objective and independent process. The FSC accreditation program is aimed at guaranteeing the highest possible level of credibility and integrity of organizations certified. Forests and forest products which have been certified by such certifiers can be marketed by using the FSC logo.

Accreditation scope: Quality Austria is accredited **only for FSC Standard Chain of Custody** without controlled wood (FSC-STD-40-005).

See <https://www.qualityaustria.com/unternehmen/akkreditierungen/>.

In the carrying out of FSC audits, the Quality Austria has to take into account all FSC policies, standards, guidelines and references published on the Website of FSC International (www.fsc.org).

In case of reduction, suspension or withdrawal of the scope of FSC accreditation Quality Austria sends a letter (approval by Business Development Manager Environment and Energy) to the affected clients within thirty (30) calendar days. The content of letter described, that the accreditation scope has been reduced, suspended or withdrawn and that the clients have to seek a new certification body within six (6) months to keep their certification valid, as applicable.

3.5 Information provided by FSC

FSC documents are available in English. The requirements of all applicable FSC normative documents as published on the FSC website (www.ic.fsc.org).

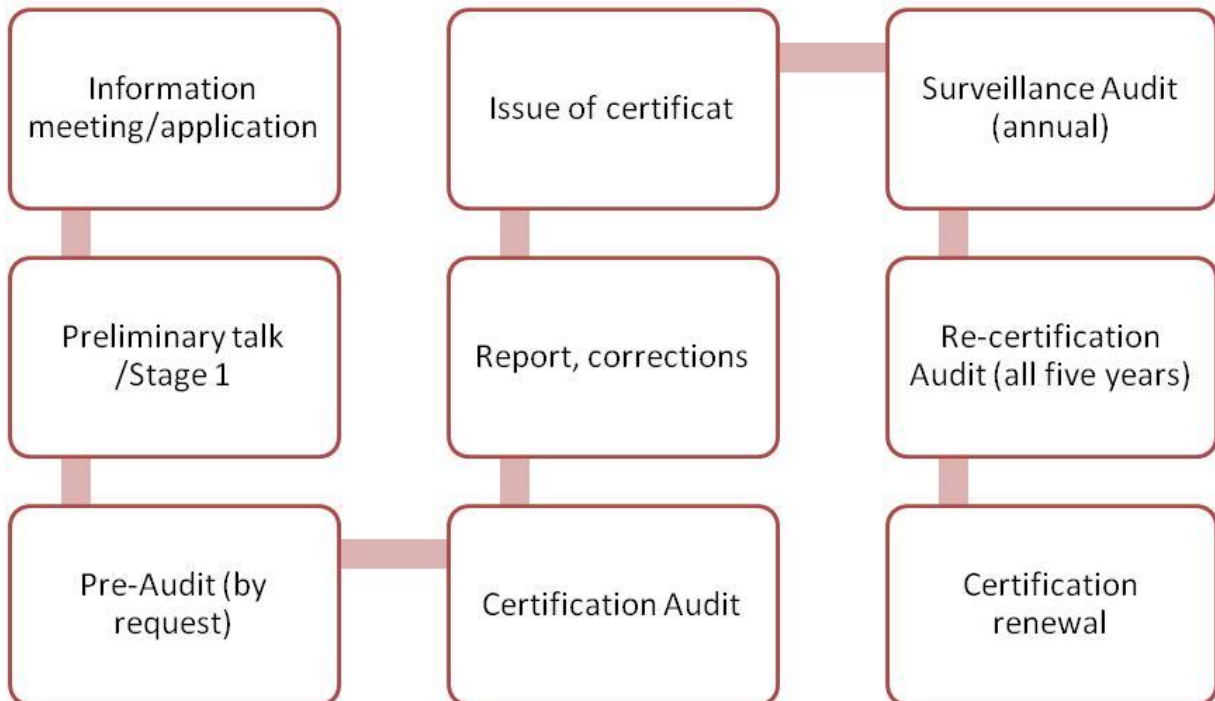
4. FSC certification procedure

Quality Austria carries out various types of audits and services by order of its customers against payment. The FSC certification process consists of the following voluntary and obligatory review and certification steps:

- information meetings;
- preliminary discussions (regarding the interpretation of standards and regulations and interim assessment);
- Certification audits,
- possible Post audits,
- annual Surveillance audits and
- Re-Certification audits
- Unannounced audits

Quality Austria can deny certification to a customer if there are fundamental / demonstrated reasons, such as illegal activities, nonconformities with the certification requirements recurring repeatedly or similar issues. The customer is obliged to inform Quality Austria, for example, about complaints from NGOs, relevant outcomes from EUTR reviews etc.

The certification procedure:



5. The qualityaustria FSC CoC Certificate

Applicants for certification shall disclose current or previous applications or certifications with FSC or other forestry certification schemes in the last five (5) years. If applicable, the applicants' CB or the applicant shall provide Quality Austria with the latest available audit report. Quality Austria shall consider it in the certification process.

Quality Austria shall reject applications for certification of management units or sites that are already covered by a valid or suspended FSC certification, unless in case of an ongoing certification transfer process according to FSC-PRO-20-003.

5.1 Granting, maintaining, extending, reducing, suspending, withdrawing

5.1.1 Granting certification

The FSC CoC Certificate issued by Quality Austria is and remains property of Quality Austria. By obtaining the right of use and enjoyment, the customer has acquired the right to use the FSC CoC Certificate as a holder for a limited time. Upon request, all Certificates and their copies must be returned immediately to Quality Austria, acc. to the requirements stated in the letter.

Quality Austria shall only grant (re)certify when their client:

- a) has entered into and holds a valid and most recent version of the 'License Agreement for the FSC Certification Scheme', where the right to use the FSC trademarks is not suspended;
- b) conforms with the requirements of all applicable FSC normative documents, which means that major nonconformities shall be corrected before granting of certification and minor nonconformities shall be corrected within the maximum timeline specified by the Quality Austria. Open minor nonconformities do not prevent granting of certification;
- c) signed a certification agreement with the Quality Austria

The period of validity of FSC certification shall not exceed five (5) years. Recertification may be granted as the result of a re-evaluation.

The specified period of validity of certification may be extended for a single exceptional extension of up to six (6) months in order to permit re-evaluation to be completed, when justified by circumstances beyond the control of the Quality Austria and their client. The Quality Austria shall take the following steps:

- a) record such circumstances;
- b) update the entry in the FSC certification database (info.fsc.org).

NOTE 1: Justifiable circumstances for an extension exclude problems in planning or scheduling an audit per se.

By signing the offer, the customer:

- acknowledges that the signed offer will be automatically renewed for another 5-year certification period after the 5-year certification period, unless terminated by either party;

- acknowledges that the new Trademark License Agreement (TLA) must be digitally signed by the organization (management, authorized signatory) before the on-site certification audit is conducted.
- acknowledges that the document "Self-assessment for the calculation of the AAF" must be signed by the organization and that this is archived at Quality Austria for a maximum of 7 years.
- acknowledges that Quality Austria has the right to change the stated prices in a certification period after written notice to the customer not later than four weeks before entry into force/validity (see GTC, Chapter II).
- explicitly agrees that any data for the FSC Database that is relevant to FSC CoC certification is entered by the Quality Austria and published by FSC; this particularly refers to the company's contact data, Certificate Number, the sector, product groups, FSC Claims, the date when the Certificate was issued or risk analyses; this will also apply to changes of the scope of the Certificate or to suspension or withdrawal of the Certificate;
- agrees to comply with any conditions Quality Austria sets in connection with issuing a Certificate;
- accepts that the standards, rules and regulations in terms of FSC certification form an integral part of these Product Regulations in their applicable version;
- accepts that the contents of the Product Regulations form the contractual subject of the offer;
- agrees to inform within 10 days the Quality Austria of changes in management circumstances and/or resource conditions that might have a relevant impact on the validity of the Certificate;
- agrees to undergo the Surveillance Audits determined by Quality Austria, including Surveillance Audits that are not announced or announced at short notice;
- accepts that the rules and regulations and FSC Certification Standards form an integral part of the agreement in their applicable versions;
- accepts the right of Quality Austria, FSC International and ASI (Assurance Services International) to have access to the respective premises as well as to any documentation and information deemed necessary by Quality Austria;
- agrees to facilitate the transaction verification performed by Quality Austria and by Assurance Services International (ASI) by providing supporting documents of FSC transaction data, in the form requested by Quality Austria. The costs for additional effort of Quality Austria, ASI and FSC will be borne by the customer.
- agrees to use the FSC Trademarks in line with the applicable standards and regulations and accepts that Quality Austria reserves the right take further steps in case of infringement of use of the FSC Trademark and FSC's intellectual property;
- accepts that FSC is entitled to claim intellectual property rights and to continue to be entitled to do so and that nothing can be deemed to constitute a right for the customer to use these rights or can be used as a cause to do so.
- conforms with all applicable certification requirements;
- conforms with any conditions set by Quality Austria for granting or maintaining certification;
- discloses current or previous application or certification with FSC and/or other forestry certification schemes in the last five years;
- agrees to the conduct of evaluations at the required intervals, including Quality Austria's right to carry out unannounced or short notice audits;
- agrees to witness audits of ASI

- agrees, that specified information is published, as indicated in the applicable FSC normative documents;
- considers the participation of observers during an audit, as specified in FSC-PRO-01-017;
- agrees, that a complaint is first handled according to Quality Austria dispute resolution procedure and if not resolved referred to ASI and ultimately to FSC, in case of disagreement with audit findings related to FSC normative documents;
- making claims regarding certification consistent with the scope of certification and not making any claims of conformity (or near conformity) with FSC certification requirements until and unless certification is granted;
- not use its certification in such a manner as to bring Quality Austria, FSC or ASI into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorized;
- keeps a record of all complaints made known to it relating to conformity with certification requirements and make these records available to Quality Austria when requested, and:
 - take appropriate action with respect to such complaints and any deficiencies found in products that affect conformity with FSC certification requirements;
 - document the actions taken.
- informs the Quality Austria within **ten (10) days about changes in the ownership, structure of the organization or organizational structure** (e.g. changes in key managerial staff), certified management systems or circumstances which relate to the implementation of FSC certification requirements;
- agrees, that in case of reduction, suspension or withdrawal of the scope of Quality Austria's FSC accreditation, the certification of the affected clients will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation;
- Quality Austria shall inform the customers within thirty (30) days after the restriction, suspension or withdrawal of the FSC accreditation that accreditation has been restricted, suspended or withdrawn; Quality Austria will inform its customers that they have to look for a new FSC accredited certification body within six (6) months in order to maintain the certificate;
- agrees, that if the percentage system is applied across multiple sites, the percentage will be calculated based on the average percent of FSC inputs among the sites. FSC will monitor the environmental, social and economic benefits and cost of applying the percentage system across multiple sites and will reassess it after two years. The customer agrees to provide the information requested by FSC.
- agrees, before starting an outsourced process with a contractor, to inform the Quality Austria about outsourced activities and the name and contact details of the outsourcing partner;

Regarding the rights of Quality Austria, ASI and FSC

- agree, that Quality Austria has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of Quality Austria, could affect the outcome of its evaluation;
- agreed, that Quality Austria shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of Quality Austria as specified in its

- accreditation contract with ASI, or which, in the sole opinion of Quality Austria, reflect badly on the good name of Quality Austria;
- agree, that Quality Austria 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;
 - agree, that Quality Austria, FSC and ASI have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients;
 - agree, that Quality Austria 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;
 - acknowledge the title of the FSC's intellectual property rights and that FSC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights;
 - agree, that Quality Austria has the right to suspend and/ or withdraw its certification with immediate effect if, in the sole opinion of Quality Austria, the client is not in conformity with the conditions specified for the maintenance of certification;
 - upon request from FSC, ASI or Quality Austria, the FSC-certified organizations must submit the wood species information within 10 days.

5.1.2 Maintaining certification

The Quality Austria shall only approve maintenance of certification when their client:

- a) conforms and continues to conform with all the Quality Austria's conditions for maintaining certification;
- b) conforms with all the Quality Austria's and FSC's requirements regarding claims, logos, certification marks or trademarks;
- c) corrects any nonconformities with applicable FSC normative document(s) within the maximum period specified by the Quality Austria;
- d) continues to pay all specified fees and costs in a timely manner;
- e) undergoes surveillance as determined by the Quality Austria and as required by FSC;
- f) holds a valid version of the 'License Agreement for the FSC Certification Scheme', where the right to use the FSC trademarks is not suspended.
- g) Signed the digital Trademark License Agreement (TLA) prior to the on-site recertification audit.

5.1.3 Extending and reducing the scope of certification

The conditions necessary for the Quality Austria to change the scope of certification shall include the following requirements:

- a) the change of scope shall not include or result in an extension of the certification's expiry date beyond the time period for which it was originally granted;
- b) where applicable, the old certificate shall be returned to the Quality Austria or destroyed by the client, and a new certificate issued reflecting the change of scope.

NOTE 1: An increase or decrease in the Participating Sites of a group certification is not considered a change of scope unless, in the opinion of the Quality Austria, the change requires significant changes to the group certification holder's management systems.

NOTE 2: A change of scope may be necessary as a result of changes in ownership, structure of the organization, or management systems.

5.1.4 Suspending and withdrawing certification

Regarding the actions relating to suspensions or withdrawal of certification the customer meets the following obligations on suspension or withdrawal of certification:

- immediately cease to make any use of any FSC trademarks, or to sell any products previously labelled or marked using the FSC trademarks, or to make any claims that imply that they conform with the requirements for certification;
- identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records;
- cooperate with Quality Austria and with FSC in order to allow Quality Austria or FSC to confirm that these obligations have been met.

The customers meets the following additional obligations on withdrawal of certification:

- returns the certificate to Quality Austria or destroy the original, and commit to destroy any electronic copies and printed copies in their possession;
- at its own expenses removes all uses of FSC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials.

In the event that the Quality Austria suspends or withdraws certification, Quality Austria shall update the certification status in the FSC certification database (info.fsc.org), together with the effective date and reason of suspension or withdrawal within three (3) days of the suspension or withdrawal.

The Quality Austria shall issue a letter of notification to clients whose certification has been suspended or withdrawn. The notification letter shall include:

- a) a clear statement about the invalid status of certification (suspended, or withdrawn);
- b) the date from which the invalid status of certification is official;
- c) the rationale supporting the invalid status of certification which shall include, but is not limited to, the details of the breach of the certification agreement and the demonstration of nonconformities with applicable certification requirements;
- d) the requirement to withdraw all uses of the FSC trademarks;
- e) the requirement to stop making FSC claims;
- f) in the case of suspended certification, the information that the maximum duration of suspension is twelve (12) months (or in exceptional cases up to eighteen (18) months and after this period, the certification will be withdrawn.

Quality Austria shall keep evidence that the client has received the letter of notification (e.g. client's written acknowledgement of receipt, delivery receipt from the mail service); i.e. the client must in any case confirm the receipt in writing.

See also

- FSC-STD-20-001 V4-0, 1.2 General requirements for FSC accredited certifications bodies
- FSC-STD-20-003 (v1-0) Transfer of FSC Certificates and License Agreements

Link: <https://fsc.org/en/document-center>

5.1.5 Termination

Termination is defined as a revocation or cancellation of the certification agreement by Quality Austria or the client according to contractual arrangements. A termination of a certification agreement by the CB is possible in as important considered case, such as a post-audit cannot be carried out by the CB or due to others important reasons.

In the event that the Quality Austria terminates a certification agreement, Quality Austria shall update the certification status in the FSC certification database (info.fsc.org).

If a certificate agreement is terminated, the customer will lose the right to use advertising or marketing materials carrying the name of Quality Austria or the name, logo or trademark of FSC. The customer will be obliged to withdraw these materials at the customer's own costs and expenses and to return the **qualityaustria** Certificate to Quality Austria.

According to FSC-PRO-20-003 V1-0 TRANSFER OF FSC CERTIFICATES AND LICENSE AGREEMENTS following issues shall be considered in case of termination:

Issuing of a certificate to a former certificate holder after expiry or termination of the certificate

- an FSC-accredited certification body may issue an FSC certificate to a new client at any time after the expiry or termination of the client's existing certificate with another certification body, based on a full evaluation according to FSC certification requirements.
- if the main audit for this client is conducted within a period of twelve (12) months from the expiry or termination of the former certificate, the succeeding certification body shall consider any major or minor CARs which had not been closed at the time of expiry / termination.

5.1.6 Reinstating certification

The Quality Austria may reinstate certification after suspension if all major nonconformities have been corrected; and in cases where certification has been suspended for more than twelve (12) months, a surveillance audit has been conducted.

If certification is reinstated after suspension or if the certification scope is reduced as a condition of reinstatement, the Quality Austria shall make all necessary modifications to formal certification documents, public information and authorizations for use of FSC trademarks.

5.1.7 Application for certification

Based on the documented business transaction, the Customer Service Center will review formal release of the business transaction while the person having the right of veto will review consistency and correctness in terms of the contents. If the business transaction has been released and the person having the right of veto has judged everything to be ok, the application for certification will be agreed to. Then the certificate can be issued for the customer.

Declaration made by an FSC CoC Certificate issued by Quality Austria

The **qualityaustria** FSC CoC certificate attests to the customer that the customer is entitled to hold products certified by FSC and to feed them into the downstream chain of custody.

5.1.8 Statement to **qualityaustria** FSC CoC certificate

The **qualityaustria** FSC CoC certificate attested the customer that he is entitled to use FSC certified products and to use for the subsequent processing chain.

This certificate itself does not constitute evidence that a particular product supplied by the certificate holder is FSC certified [or FSC Controlled Wood]. Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on sales and delivery documents.

5.2 The FSC Logo

5.2.1 Using the FSC trademarks

The Forest Stewardship Council AC (FSC®) owns the following registered trademarks: the name "Forest Stewardship Council®", the initials "FSC®", the FSC logo, the "Forests For All Forever®" – full mark and the "Forests For All Forever" – logo with text mark. In order to use the FSC trademarks, the organization shall have a valid FSC Trademark License Agreement and hold a valid certificate.

The applicable Standard on use of trademarks is mandatory for all FSC Certificate holders that are entitled to use the FSC Trademarks and lays down how to use the FSC Trademarks correctly. The Standard covers use of the FSC Trademarks on products certified by FSC, use for promotion of products certified by FSC and for promotion of the company's status as a holder of an FSC Certificate. This Standard also forms the basis for evaluation and approval by FSC-accredited Certification Bodies, of all certificate holders' uses of FSC Trademarks.

Any use of a registered FSC trademark must comply with the requirements of the FSC-STD-50-001 in its current version. The certificate holder can ensure trademark control by an internal trademark approval process in compliance with the requirements of the current FSC-STD-50-001, Annex A (Trademark Use Management System), or by receiving external approval from Quality Austria prior to each new use of the FSC trademarks.

Holders of a **qualityaustria** FSC CoC Certificate must clearly indicate the products certified on the invoice while stating the certification number so that the products can be fed into further areas of the chain of custody.

5.2.2 Logo release

If the FSC Logo is used, Quality Austria will receive a "printing proof" in advance, according to the applicable Trademark Standard (logo-fsc@qualityaustria.com). In case of disagreements, a notification will have to be given within five working days. Using the FSC Logo without the consent of Quality Austria is not permitted (only exception: approved Trademark Use Management System). Infringements will be punished. During the period of validity of a **qualityaustria** FSC CoC Certificate granted, the holder can use the FSC Certification Mark within the scope set out in the FSC Trademark Standard. In cases of uncertainty about use of the FSC Logo, Quality Austria can be contacted. In cases of doubt, the guidelines and directives laid down in the FSC Trademark Standard or the statements made by the FSC Secretariat will apply.

Due to the increasing number of trademark releases, Quality Austria had to come up with a new regulation. We ask for your understanding. This regulation is staggered as follows and will apply from July 1, 2022:

Number of trademark release	Fee in €
bis 5	Free of charge
5 bis 10	75,--
11 bis 50	150,--
51 bis 100	300,--
101 bis 200	600,--
201 bis 400	900,--
401 bis 600	1.200,--
601 bis 800	1.500,--
801 s 1.000	1.800,--
1.001 bis 1.200	2.100,--
More as 1.200	2.400,--

The costs for logo releases will be accounted at the end of the respective calendar year, based on the number of trademark releases issued.

6. Rights and duties

The general rights and duties of the customer and Quality Austria are regulated in the applicable version of the Terms and Conditions.

In the following sections, it is, in particular, FSC CoC specific rights and duties that will be highlighted.

6.1 Rights of the customer

The holder of a **qualityaustria** FSC CoC Certificate can use this Certificate for the customer's own business purposes, in particular on the customer's products certified (product labelling) and for product advertising and in company and information brochures (off product labelling). Furthermore, holders of a Chain of Custody Certificate will be entitled to feed their products into the chain of custody certified acc. to FSC CoC, see also 5.1.1.

6.2 Duties of the customer

The customers shall keep up to date by possible changes of the FSC requirements on his own authority by checking the FSC website (news, standards, advice notes, interpretations), subscribing the FSC Newsletter, etc. The most recent standards and additional documents concerning certification and accreditation provided by FSC and ASI are available on the following websites: www.fsc.org and/or <http://www.asi-assurance.org/s/>.

When exercising the rights described, the customer will have to adhere to the rules of fair competition. The customer acknowledges that all FSC documents, such as the checklist for self-assessment, are the intellectual property of Quality Austria or of FSC. After a certificate has been granted, the holder of the Certificate will be obliged to inform Quality Austria of all important changes made in the customer's FSC system within ten (10) days, see also 5.1.1.

This particularly relates to:

- the takeover of the company or of the certified area by another company or the merger with another company;
- decisive changes in the company's structure, the organization of the company and in the management of the company or other circumstances which relate to the implementation of FSC certification requirements.

The customer will be obliged

- to meet all **qualityaustria** requirements in connection with the certification;
- to implement changes to the certification system and comply with the requirements of the new approved FSC Standard in accordance with the, "relevant date specified in the Standard";
- to recognize FSC Certificates of other companies (reciprocity);
- not to make any statements concerning adherence to FSC Principles and Criteria before the Certificate has been issued;
- to pay the specific FSC CoC fees (see the note in Chapter 8).

If a certificate is withdrawn definitively, the customer will lose the right to use advertising or marketing materials carrying the name of Quality Austria or the name, logo or trademark of FSC. The customer will be obliged to withdraw these materials at the customer's own costs and expenses and to return the **qualityaustria** Certificate to Quality Austria. The customer has the duty to allow Quality Austria and/or FSC International to check this. The customer will have to identify all relevant existing (certified and uncertified) customers and inform them of the denial (withdrawal) in writing within three (3) business days and maintain records of this information.

The following information will have to be released by the customer or by Quality Austria upon the request of interested parties (in this respect, no confidential company data will be disclosed!):

- the name and address of Quality Austria;
- the certification number issued by Quality Austria

6.3 Rights and duties of Quality Austria

Quality Austria provides all services to the best of **qualityaustria's** knowledge and belief by using technically proven personnel. Quality Austria undertakes to treat all information on the ordering company, which is made available to Quality Austria, confidentially. Quality Austria

reserves the right to make changes to the requirements for FSC certification during the period of validity of the **qualityaustria** FSC CoC Certificate and to conduct unannounced Surveillance Audits.

The Quality Austria reserves the right to delay or postpone the decision about the Certificate as long as new or additional information has been obtained if this information could not be considered in the audit report and/or at the review made by the person having the right of veto but can be relevant for the result of the decision about the Certificate. The Quality Austria will have to evaluate this new and additional information and consider it in the decision about the Certificate.

Quality Austria published the following information:

A list of certified company (including company name, certification code, contact information, products). The same information is also published under www.info.fsc.org.

In the event of disputes in connection with the granting of a Certificate, a detailed report will be sent to Quality Austria. Quality Austria will disclaim any further responsibility. In particular, Quality Austria cannot be held liable if third parties do not recognize the **qualityaustria** FSC CoC Certificate or do so only partially and do not take the **qualityaustria** FSC CoC Certificate as a basis of their contractual terms. The same will apply in all cases of claims for damages asserted by third parties (above all customers of the holder of the Certificate) because their quality expectations are not fulfilled or in the event that the **qualityaustria** FSC CoC Certificate is not recognized as evidence in disputes in connection with product liability. If product liability claims are made against the customer, the latter cannot derive any claims against Quality Austria from the fact that the Certificate has been issued. Quality Austria reserves the right to take legal action in the event of infringements of the certification requirements.

Quality Austria informs the clients of changes to FSC certification requirements or its own procedures affecting certification requirements, within thirty (30) calendar days that such changes are approved by the approval body.

Quality Austria undertakes to deliver the audit report to the customer for review before the report is published and used to file an application. Any corrections will have to be communicated to the office in writing within five days.

When Quality Austria is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.

Information about the client that is not publicly available and is obtained from sources other than the client (e.g. from a complainant) shall be treated as confidential, unless the source of information and the client give written consent to disclose it.

6.4 Rights and duties of FSC

FSC® (Forest Stewardship Council) International and ASI (Assurance Services International) are the highest bodies concerning all matters connected with FSC accreditation and certification.

Quality Austria has been accredited by ASI (ASI-ACC-071) and is therefore authorized to issue **qualityaustria** FSC CoC Certificates.

- FSC and ASI have access to all confidential information. FSC is entitled to review operation, at any time, for purposes of monitoring Quality Austria (e.g. Office or Witness Audit) and to demand the right to view all relevant documentation.
- FSC and ASI will be obliged to guarantee the competence and independence of Quality Austria.
- FSC and ASI will be obliged to treat all information concerning **qualityaustria's** customers confidentially.
- FSC and ASI are entitled to publish a list of forests certified by FSC.

FSC has published the **procedure FSC-PRO-10-003 – calculating financial penalty / compensation fee and processing evidence for blocked organizations.**

The procedure provides clear guidelines on how **instances of deliberate false claims are penalized** based on the severity of the false statement, the duration of the false statement and the capacity of the organization. It also describes the steps that can be taken to contest a block status.

Note: A **false FSC claim** is different from an inaccurate FSC claim, in which a product that is eligible to be sold as FSC certified, is sold with the wrong claim.

The most recent Standards and additional documents (procedures, advice note, policy etc.) concerning certification and accreditation provided by FSC and ASI are available on the following websites: www.fsc.org and/or <http://www.asi-assurance.org/s/>.

7. Objections / complaints

In addition to the **qualityaustria** Regulation "*Einsprüche und Beschwerden*" ("*Objections and complaints*") (RE_10_01_01), it will, for objections and complaints specific to FSC CoC, be necessary to bear in mind that all reproaches will have to be investigated within three (3) months upon receipt of the objections or complaints and that these reproaches will be analyzed while taking action for purposes of clarification.

In this context, we would like to take reference to the following documents:

- RE_10_01_01(e) Einsprüche und Beschwerden - Objections and complaints
- RE_10_01_02(e) Aussetzung und Entzug von Zertifikaten - Suspension and withdrawal of Certificates
- RE_10_01_03(e) Ergänzung FSC Suspendierung und Entzug - Additon FSC suspension and withdrawal

Links: <http://www.qualityaustria.com/index.php?id=534>

E-Mail: reklamationen@qualityaustria.com

8. FSC Annual Administration Fee

The current FSC Administration Fees is regulated in the document "FSC Annual Administration Fee" The document is available in the **qualityaustria** Customer Service Center (office@qualityaustria.com) and can be requested or is also available on the **qualityaustria** website www.qualityaustria.com. The Conditions are subject to change.

9. Public documents that also are obtainable

Additional documents are available on the following homepages:

- www.qualityaustria.com;
- www.fsc.org;
- <http://www.asi-assurance.org/s/>

10. Registration

Registration for FSC CoC certification will be done by signing the offer. This means that the customer fully recognizes the Product Regulations and the applicable Certification Standards as being integral part of the agreement.