

Annex V2017

- 附件 1: **RSPO - GP01 V1.1 RSPO 认证通用流程**
- 附件 2: **SF05 General Selling Conditions 通用销售条件 (SF05)**
- 附件 3: **Specific condition for RSPO certification (SF05 Part 2)**

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 China/Country Co.,Ltd xxxx Branch.**

The signature and the chop of the company on the contract are worth acceptance of the terms of RSPO General Certification Conditions (SF05), RSPO Specific Certification Conditions (SF05 part2) , and of the General RSPO Certification Process (GP01V1.1).

附件 1: RSPO - GP01 V1.0 RSPO 认证通用流程



GP01

RSPO

Supply Chain Certification

Description of the Certification process

GP01

RSPO 供应链认证流程描述

Document Reference: [GP01 RSPO SC CN Eng v1.1]

文件参号: [GP01 RSPO SC CN Eng v1.1]

Bureau Veritas Certification Hong Kong Limited

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1. General presentation of the RSPO Certification system

RSPO 认证体系概述

1.1 Presentation of the RSPO RSPO 简介

The Roundtable on Sustainable Palm Oil (RSPO) is a global, multi-stakeholder initiative on sustainable palm oil. Members of RSPO, and participants in its activities come from many different backgrounds, including plantation companies, processors and traders, consumer goods manufacturers and retailers of palm oil products, financial institutions, environmental NGOs and social NGOs, from many countries that produce or use palm oil. The RSPO vision is to “transform the markets by making sustainable palm oil the norm”.

1.2 RSPO SCCS system requirements RSPO SCCS 体系要求

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.

必维认证部向某公司颁发 RSPO SCCS 证书，即表明该公司在 BV 进行认证时符合所有适用的 RSPO 标准要求。

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

经要求必维认证可提供以下信息：整体表现、独立评审、施行的政策、认证决定过程、政策的实施及纠纷处理。

2 Certification Proposition 认证概述

2.1 Certification process description 认证流程简介

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

本文件介绍了必维认证对 RSPO 进行认证的流程。这些程序是依据 RSPO 认证体系要求建立起来的。

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.

RSPO 供应链认证标准是基于申请人供应链营运的地点来拟定的。如果在同一认证下涵盖了多个营运地点，则依据申请者的管理架构来进行核查，首先单地点层面，而后高一级层面（总部办公室）等等。

2.2 Useful definition 有用的定义

Standard: 标准:

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.

基于 RSPO 建议，必维认证就 RSPO 认证产品建立了一套供应链标准。该标准定义了审核期间认证申请人必须满足的基本要求，并以此做出评估。必维认证标准随着 RSPO 标准及其他参考文件实时更新。

Applicant: 申请人:

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

必维认证将任何向 BV 进行认证申请并订立合同的法律实体定义为申请人。

Site: 地点:

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)

必维认证将法律实体进行供应链全部或部分环节实施的任何场所定义为“地点”。单个法律实体可以拥有多个地点。依据申请人本身的管理结构，按需启动多地点方案(如：控股多个拥有不同地点的法律实体)。

Multi Site Scheme: 多地点方案:

Regarding RSPO certification schemes, a multisite scheme occurs when the central office holding the general centralized management of the certification, is legally linked with all members of its multisite perimeter. (i.e. Holding and subsidiaries).

在 RSPO 认证框架下，若对认证进行集中化管理的总部办公室与其多地点的成员存在法律上的关联（如：控股公司及其子公司），则应采用多地点方案。

Outsourcing/subcontracting: 外包/转包:

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

若供应链中任一工序由第三方公司管理，BV 将之认定为外包或转包。

3 Certification application 认证申请

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.

一经要求，任何有认证意向的公司都将收到一份 RFQ（申请调查表）、本文件（GP01）及适用的供应链标准（s）。所有的 RSPO 标准、政策及指导在 RSPO 官方网站材料库中都可以找到。

3.1 Documentation list for application 申请文件清单

3.1.1 For a single site application 单地点认证

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.

公司需提交填写完整的 RFQ 及描述公司业务的宣传册（或类似的文件）。如可提供的话，公司可提交其供应链监控流程和计划销售的 RSPO 产品，提议待审核的认证范围。

3.1.2 For a multisite certification scheme 多地点认证

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.

说明不同地点间层级关系的管理结构图表应与每一地点单独的 RFQ 问卷一并提交，这是涵盖在认证的范围内的。

Certification management procedure at the site level shall be transmitted as well.

另需提交在单地点层面上的认证管理流程。

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.

以及可以对以下两个方面做出评估的任何文件，一为特别为认证，尤其是关于供应链或 RSPO 产品的监控方面，做出的安排，另为在集团层面和每一集团成员或每一地点层面应承担的职责。

3.2 Request and Offer of service preliminary examination 初步审查报价

3.2.1 Quotation preparation 报价准备

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

收到正确填写的 RFQ 后，必维认证会根据申请人提供的信息准备一份认证报价。

3.2.2 Particular cases 特殊情况

3.2.2.1 Outsourcing: 外包:

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.

鉴于组织形式的需要，公司可能须将其外包商纳入认证范围。这种情况下，公司应在 RFQ 中体现外包商的名称和地址、员工人数以及外包类型。

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.

为了计算能对完整的供应链有一可靠的概览所需的审核时间，需进行外包风险审查。必维认证将根据必维认证供应链审核抽样计划对“高风险”级别的外包商进行抽样审核。外包通常会增加审核时间。

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

存在以下任一情况，即可认定为“高风险”等级：

- ❖ An important part of the production is outsourced;
- ❖ 生产过程中的某重要部分被外包；
- ❖ The Company is outsourcing a wide range of production related activities;
- ❖ 生产相关活动很大范围上被外包；

- ❖ The company is outsourcing to a number of contractors on a regular basis;
- ❖ 公司经常性地将外包给许多承包商；
- ❖ Contractors grade or sort the material during outsourced processing;
- ❖ 由外包环节进行承包商评级或原材料甄选；
- ❖ Contractor label the product during outsourced processing;
- ❖ 外包环节中承包商为产品贴标签；
- ❖ Contractor do not physically return the RSPO-Certified product following outsourced processing;
- ❖ 在外包环节结束后，承包商并不实际返还已获 RSPO 认证的产品；
- ❖ The company is outsourcing processing across national borders.
- ❖ 外包环节跨国界

(I.e. a Company which is outsourcing the printing process in different label printing subcontractors is automatically in a “High” risk because its subcontractors are the ones who stamp the RSPO label on the product).

（如一公司将其标签印刷工序外包给不同的承包商，这一外包行为被自动视为“高风险”，因为在产品上印制 RSPO 标签的是承包商。）

3.2.2.2 Multi-site certification 多地点认证

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

若某公司申请多地点认证，则应在 RFQ 中详细填写各相关地点的名称、地址、经营活动、员工人数及营业额。

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.

为了对多地点机构有更精准的概览，需提供涵盖所有能够证明机构等级和体系的文件列表。必维认证将会依照 RSPO 标准对多地点进行抽样审核。

3.2.3 General and specific terms and condition of sale 销售通用条件与 RSPO 认证的特殊条件

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.

销售通用条件（SF05）与 RSPO 认证的特殊条件（SF05 第 2 部分）和要约（SF01）一同发出。与本 GP01 文件一样，这些条款同属本契约协议的一部分。

3.3 Contract 合同

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

必维认证的报价得到签字回寄后，此报价即成为该公司与必维认证的合同。

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.

在整个认证阶段，公司被称为认证申请人。此时应确认是否进行预审。

4 Audit preparation 审核准备

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.

必维认证应与申请人就审核小组的时间表及组成成员意见达成统一，为预审和初始审核做准备。同时申请人需设定审核范围，并提交给必维认证。审核过程中这一范围将得到核查。

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.

为避免公司与审核小组成员之间存在任何的利益冲突，申请人可要求对审核小组组成成员进行调整。必维认证保留审核小组组成成员的最终决定权。

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.

审核准备完成后应呈交给申请人。在审核前需进行检查的审核范围内的文件应在议定的时间表内完成提交。

4.1 Bureau Veritas Certification Forest & Wood dep't Auditors 必维认证森林&木业部门审核员

4.1.1 Auditor's qualification 审核员资质

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

必维认证森林木业部门的审核员均为此领域的专家，均具备以下几点要求：

- ❖ Independence 独立
- ❖ Mastering of the process and industrial techniques 精通工序及工艺技术
- ❖ Industry knowledge 工业知识

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

除此之外，作为必维认证的审核员，这些专家必须：

- ❖ prove a technical competence and a professional experience in the related industry field;
已证明其在相关领域具备技术才能和专业经验；
- ❖ Have followed a specific training for the audit and RSPO system standard;
已接受审核和 RSPO 体系标准的专业培训；
- ❖ Have validated that training by having achieved at least two audits.
已完成至少 2 次的见习审核并证明合格

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

依据以下 3 个标准进行专家审核员的指派以完成审核任务：

❖ **Competence in the Company's field of activity.**

熟悉认证公司经营领域；

❖ **Nearness of the Company's offices.**

距离认证公司办公场所近便；

❖ **Availability on the certification dates wished by the Company.**

可在认证公司希望的审核日期进行审核

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.

必维认证审核员崇尚务实高效。作为帮助公司掌控其经营活动并进行改善提高的有效工具，RSPO 供应链体系的评估尤为重要。

4.1.2 Audit team composition 审核小组组成

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

审核小组中至少有一名必维认证主任审核员，有时会有其他的审核员或顾问进行协助。

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

需对应具备特定才能的领域进行审核时，必维认证可以邀请拥有该领域技能的专家顾问参与。

5 Pre-Audit 预审

5.1 Pre-audit interest and realization 预审的价值及实施

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.

预审阶段可以通过识别当前采用的工艺流程以及关键的检测项来明确审核范围框架，同时也可以显示我们的认证服务是如何对审核进行管理的。公司监测/管理体系存在的与 RSPO 供应链标准的要求之间的差距将被指出。基于此，申请人可决定何时进入下一流程。

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.

这一步骤在认证过程中并不是必须的，但是，如果工艺复杂或待评估的公司很重要，预审是有必要地。多数情况下，预审审核员与将来初审审核经理为同一人。

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.

初审报告会交给申请人，其中列示了可在初审前实施的整改。预审和初审主审之间用于落实行动的时间不得超过一年。

5.2 Opportunity for Improvement 改进措施

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.

基于预审报告，认证申请人应建立改进措施来解决预审过程中发现的不符合项。

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.

之后申请人可通过电子邮件告知必维认证改进措施已经落实。必维认证将指派审核小组为初始审核做准备。这一过程需 3 周的时间。

6 Initial Audit 初始审核

6.1 Certification Audit program 认证审核计划

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.

依据合理的时间表安排，必维认证将递给公司一份未来干预计划，其中详述了评估的日程安排及范围。

6.2 Initial audit realization 初始审核的实施

6.2.1 Opening meeting 首次会议

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

在主审开始时，主任审核员会召开首次会议：

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.)

来确认认证范围（申请人经营涵盖的供应链定义和准确的产品组别及类别列表）

Present the audit course

说明审核过程

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

根据公司最新的调整来确认审核框架

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.

公司管理者受邀参加会议，对审核过程和方案有一个清楚的认识，以告知其同事来协助审核过程的顺利进行。

6.2.2 Audit course 审核过程

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...).

审核小组首先要进行公司文件的审查，其次对申请人的办公及生产现场进行审核。审核小组会分别对申请者是否按照审核范围下适用的 RSPO 标准来执行管理流程及生产监管进行评估。在有必要时也会对外部参与者（供应商、外包商等）进行访谈。

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

审核小组会对产品与审核范围之间的一致性检查以及投入与产出之间的关联性检查。

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.

可就供应链中发现的问题及相应的改正措施与审核员进行探讨，但审核员只允许告知改正措施恰当与否，而不允许提供解决方案。

6.2.3 Closing meeting 末次会议

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.

审核结束时，主任审核员应召开末次会议。首次会议与会人员应尽可能参加。

During the closing meeting the lead audit should:

末次会议中，主任审核员应当：

- ❖ Present the audit findings and results.

陈述审核发现及结果

- ❖ Gather (SF02) issued “nonconformity reports” and give the original documents.

汇集发出的 SF02“不符合报告”并给出初稿

- ❖ Present audit conclusions to the Company's representative (signed agreement).

向公司代表人出示审核结论（公司需签字）

The Lead auditor leaves to the Company representatives:

主任审核员应留给公司代表人：

- ❖ The original set of Non conformity reports

不符合报告原件

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

审核结束时不能做出颁发证书决定。

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

现场审核后的两周内，主任审核员应做出临时审核报告，并提交到必维认证进行审阅。

6.3 Nonconformities and Corrective Actions 不符合项和整改措施

6.3.1 Nonconformities 不符合项

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).

审核过程中发现的与适用标准的要求不一致的不符合项应当汇编在不符合项报告（SF02）中。

Nonconformities shall always meet the following 3 criteria:

不符合项需满足以下 3 个标准：

Being objective and argued based on the relevant standard requirement

基于相关标准要求的客观的有据可依的

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

基于事实和证据。不接受假设、臆测或存在差别对待的依据。

Being understood and accepted by the Company.

公司了解并接受

According to their importance, nonconformities are balanced as:

根据其重要性，不符合项可划分为：

Recommendations (Level 3): 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.

建议项（等级 3）：有悖于相关标准的疏漏或风险或公司所执行的供应链体系与 RSPO 供应链标准要求之间的不完全对等。可以颁发证书，但需对这些项进行改进。在下次审核中通常会对建议项进行审查。

Minor non conformity (Level 2): It's an isolated or sporadic failure regarding the related standard. It's not systematic and do not endanger permanently the liability of the supply chain. If the minor non conformity is not corrected in the proper timelines, it shall be upgraded to a Major non conformity level. Also, a number of recurrent minor non-conformity against a requirement can be considered as a permanent breakdown of the supply chain system and thus be considered as a major non conformity.

轻微不符合项（等级 2）：有悖于相关标准单独的或偶发的不一致。这是非系统性的，且不会对供应链的职能产生长期的危害。如果在适当的时间内对这些轻微不符合项进行了改正，将不会升级为重大不符合项等级。另外，多个与标准要求有冲突的周期性的轻微不符合项将会被视为供应链的长久的失效，因此会被认定为一个重大不符合项。

Major non conformity (Level 1): It's a systemic and/or systematic failure generating a permanent non-conform status toward the related standard. This non conformity endangers the liability of the operating supply chain.

严重不符合项（等级 1）：有悖标准的系统性的彻底的失误，会永久地存在与标准的背离。这种不符合项会严重损害运行中的供应链的有效性。

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

如果严重不符合项会对 RSPO 品牌造成损害，会直接导致证书的暂停使用

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

如果在审核过程中开出具有重大风险的不符合，应暂停认证审核直至严重不符合项被关闭。

6.3.2 Corrective Actions 整改措施

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.

当出现不符合项（NC）时，根据不符合项的等级来发出整改措施要求（CAR）。应针对不符合项采取整改措施，并避免日后再次发生。在不符合报告签署后，申请人可立即采取整改措施来关闭这些不符合项。根据这些整改措施，必维认证审核员在 NC 报告上做出关闭 NC 的决定，并返还给主任审核员，经查验后转交给公司，并将副本在必维认证留存。

Minor corrective actions requests (minor CAR): During the main audit and the re-certification audit the company shall close minor NCs within 3 months to apply for certificate issuance.

轻微整改措施要求（轻微 CAR）：在主审和重新认证审核期间，应在不符合项要求发出的 3 个月时间内依据相关的要求进行整改，才可以发放证书。

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 due time to avoid certificate suspension.

严重整改措施要求（严重 CAR）：在认证审核或重新认证审核期间，如果仍然有未关闭的严重 CAR，公司不能通过认证或维持其证书的有效性。为避免认证暂停，任何严重不符合项需在 1 个月的时间内得以解决。

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

为确保整改措施在现场得到执行，可进行补充审核。

7 Certification 认证

7.1 Certification Decision 证书签发决定

Certification decision is taken regarding audit documentation (e.g. audit report, checklists, NC reports, annexes). Usually, the certification decision process takes 1 month to 1, 5 month, depending on the complexity of the applicant's organization.

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

依据审核文件（如审核报告、审核清单、NC 报告、附录）来做出认证决定。一般情况下，根据申请人组织结构的复杂程度，此过程需耗时一个月至一个半月不等。

认证委员会在其年度会议上对认证决定进行重新审查。

7.2 Certificate Issuance 证书签发

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.

当认证授予得到通过，且申请人接受建议项或可能的轻微整改措施要求时，附有数字编号的证书将会签发，申请人即成为认证合格机构。

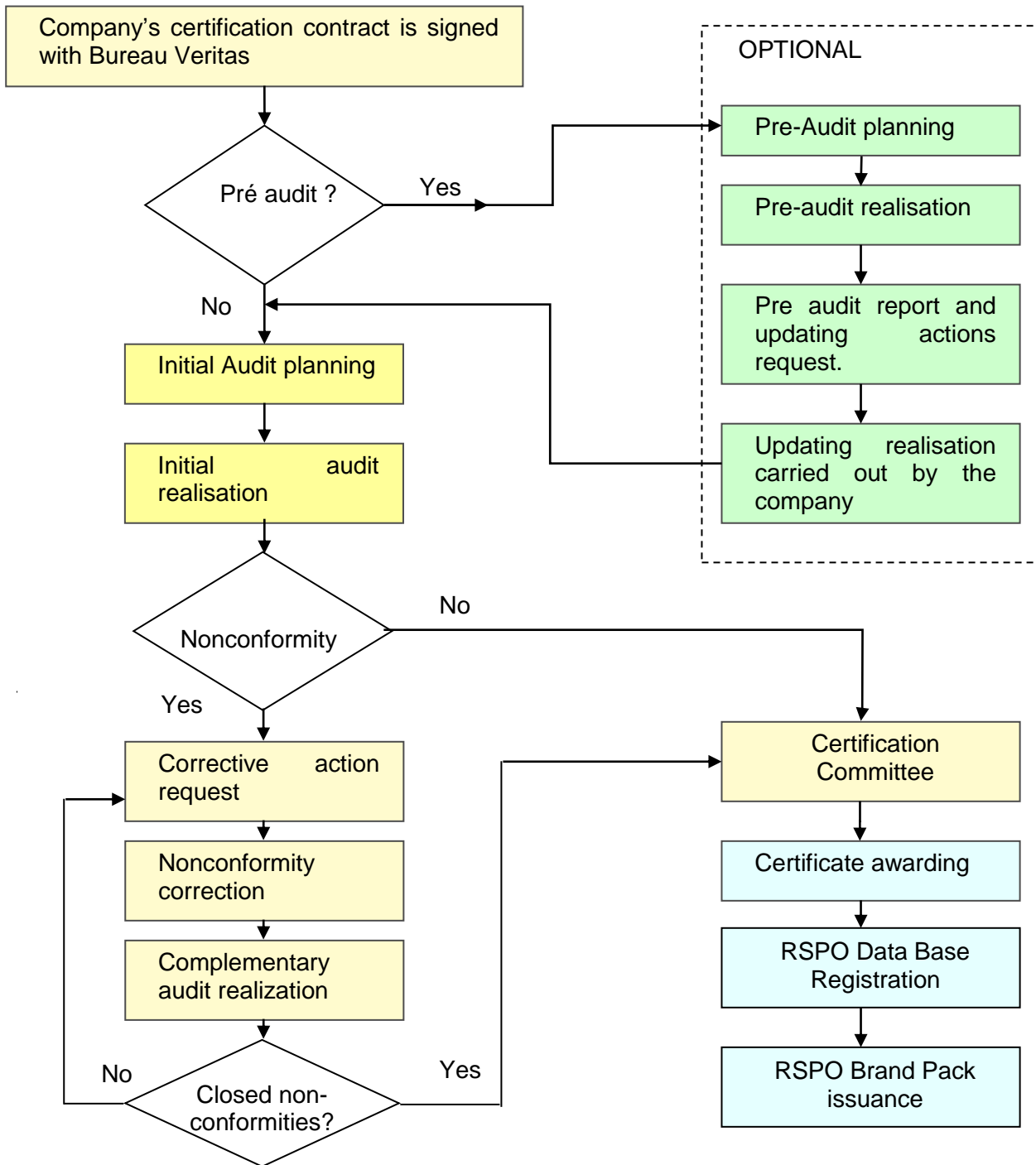
The RSPO SCCS Certificate period of validity cannot exceed (5) five years.

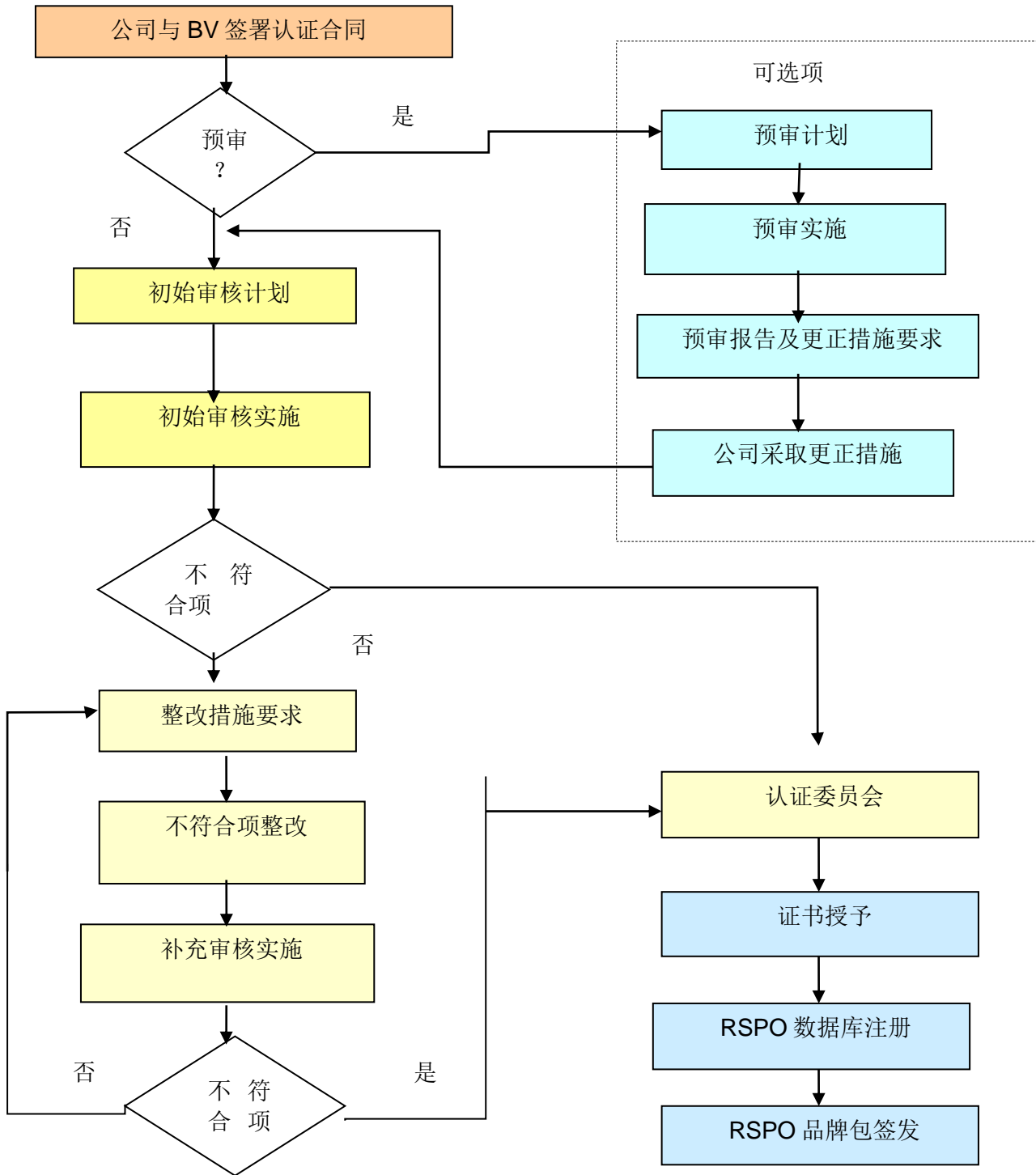
RSPO SCCS 证书的有效期不能超出五（5）年。

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.

证书签发后，公司可使用该证书和 RSPO 标识进行商业推广或按照商标使用相关标准在其产品上贴示 RSPO 标签。

8 Certification process synthesis 认证流程图表





9 Certification Maintenance 证书维持

9.1 Surveillance Audits 监督审核

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.

以证书签发日期为基准，每年将进行一次监督审核。另外，必维认证会视情况进行临时通知审核或合规审核。

Surveillance audits enable to monitor:

监督审核监控：

Compliance continuation as evaluated during the initial audit;

初始审核评估时的合规状态保持情况；

Corrective actions requests and recommendations implementation;

整改措施要求和建议项的执行情况；

RSPO trademark usage compliance.

RSPO 商标使用合规情况。

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.

在证书有效期内，如果必维认证发现存在严重不符合项，且有必要发出严重整改措施要求，证书将被暂停，直至公司执行了适当的整改措施。

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.

在每年一次的监督审核开始前，已认证的公司应向必维认证提交其购买及出售的“RSPO 认证产品”的种类、属性、数量及供应商清单。该信息会严格保密。

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.

如果证书持有人希望在其 RSPO 产品组清单中加入新的产品，应向必维认证提交该产品的相关说明及要求将其加入认证范围的书面声明。

9.2 Renewing Audit 换证审核

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.

最后一次的监督审核也称为换证审核。在这次审核中，必维认证会按照初始审核的程式进行完整的评估。

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.

为避免两（2）份证书时间衔接出现空档的风险，证书持有人应至少在证书到期前四（4）个月时提出重新认证的要求。

9.3 Certificate Scope modification 认证范围更改

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 can not extend the validity period of the certificate.

证书范围可在任一方（必维认证或证书持有人）的要求下进行更改（增加或删除）。

必维认证保留在认证范围延展时对证书持有人进行实地核查的权利。任何的范围更改均不能延展证书的有效期。

10 Certification Costs 认证费用

10.1 Certification process cost 认证过程费用

The costs of the certification process include:

认证过程费用包括:

Administrative fees 管理费用

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).

审核准备: 申请人信息的收集及操作的安排 (审核小组的组件、与利益相关方的初步商谈、多种文件的编制及与申请人之间的沟通)。

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

审核费用: (预审、初始审核、补充审核及监督审核) 与审核小组现场审核时间相对应。

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

报告编制费用: 该费用取决于审核时间的长短及参与的审核员的人数。

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.

差旅住宿费用: 审核期间, 审核员的差旅及住宿费用将由申请人或证书持有机构支付, 费用基于提供的书面证明以及合同中提前约定的预算限额。

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.

范围及证书更改费用: 包括对 RSPO 网站和 (或) 证书上的任何更改。此费用按照与证书持有人签订的合同进行收取。

11 Certificate: Suspension/Withdrawal, Scope modification

证书: 暂停/撤销、范围更改

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

如果有不遵守认证规定或损坏 RSPO 品牌形象的情形, 将采取一些惩戒措施。

For example: 例如:

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

若在规定的时间内未执行整改措施, 则认证委员会将根据不符合项的重要程度作出暂停证书的决定。

Evidence of a deliberate non conform status

有证据表明不符合项为故意所为

Delay of payment against the payment clauses

拖延付款, 未按付款条件执行

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.

在严格违反标准要求的情况下，即便未认证委员会讨论，必维认证有权临时暂停证书。

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).

Suspension of a certificate cannot last for more than six (6) months.

证书的暂停不得超过六（6）个月。

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.

RSPO 会员费的支付有特殊标准，如果证书持有人拒绝支付年费，证书将被暂停，若证书持有人仍未采取任何措施，暂停六个月后证书将被撤销。证书暂停的情况下，不允许出售 RSPO 认证产品。

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

一旦证书暂停或被撤销时，机构应在证书终止后的三个月内撤去所有的 RSPO 商标。

12 Complaint, Appeal and Objection 投诉、申诉及反对

12.1 Complaint: 投诉

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.

投诉是指对必维认证和（或）其分支机构业务活动不满意的正式诉述（不同于申诉）。必维认证有其自己的管理申诉和投诉的流程。

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

如有投诉，正式的投诉单应递交至必维认证（如首页所示地址）。

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

客户可依照必维认证纠纷解决程序进行投诉。

12.2 Appeal: 申诉

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).

申请人或证书持有人对认证决定或对其审核过程中发现的不符合项存在异议时，应向管理办公室提交申诉，同时备份到授信办公室（如首页所示地址）。

12.3 Objection: 反对

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

申请人有权利反对必维认证的审核过程。

13 Applicable Standards 适用标准

13.1 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.

为确保公司供应链的效能，应遵守 RSPO 供应链适用标准。

The RSPO Supply Chain standard is applicable for all the supply chain applicant since the November, 2017

自 2017 年 11 月起，RSPO 供应链适用于所有的供应链认证申请人。

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

在认证范围内应严格遵守 RSPO Supply Chain standard 标准。

14 Confidentiality 保密条款

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.

必维认证办公室人员及审核员承诺对其在审核过程中接触到得任何信息或文件严格保密。

The confidentiality can be invalid in the following conditions:

在以下条件下保密条款不再适用：

Legal appeal. 法律诉讼

Written agreement granted by the Company.

得到公司的书面许可

15 Observer's participation to audit

观察员参与审核

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

必维认证可在其认证审核或监督审核时派出合作观察员参加。这些观察员可以是：

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

必维认证内部审核员（必维认证内部审核活动范围内）

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

必维认证国际内部审核员（由必维认证国际部门进行的必维认证内部审核）

BUREAU VERITAS Certification auditors in training

必维认证培训中的审核员

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

ASI 审核员（国际授信服务—RSPO 授信组织）（当必维认证审核在授信项目的范围内）

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.

在必维认证审核过程中，公司应接受授信组织代表的参与。其他情况下，观察员的参与应得到公司的首肯。

附件 2： SF05 General Selling Conditions 通用销售条件 (SF05)

GENERAL CONDITIONS FOR CERTIFICATION SERVICES

认证服务通用条件

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS

通用条件的适用；定义

1.1 Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by any certification-related entity of the Bureau Veritas group (designated hereafter as “**Bureau Veritas Certification**”) are governed by the following Bureau Veritas Certification general terms and conditions of service (the “**General Conditions for Certification Services**”) and by the specific terms and conditions of service (the “**Specific Conditions of Certification Services**”).

1.2 除非经双方明确同意并签署书面文件，或根据法律的要求强制适用法律规定，BV 集团旗下从事与认证相关之业务的公司（以下简称“**必维认证**”）所采取的所有行动和所提供的服务都适用以下**必维认证**之服务通用条款与条件（“**认证服务通用条件**”）以及特殊条款与条件（“**认证服务特殊条件**”）。

1.3 Bureau Veritas Certification offers certification services (“**Services**”) covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services (“**Client**”). The audit and certification services offered by Bureau Veritas Certification are “open ended” and are subject to automatic renewal.

1.4 根据公认的适当规范或该规范的部分内容，**必维认证**为任何要求获得认证服务（“**服务**”）的人士、企业、公司、社会团体、信托机构、政府机构或部门（“**客户**”）提供包含审核及认证在内的**服务**。**必维认证**提供的审核和认证服务无固定期限限制并可自动续展。

1.5 These General Conditions for Certification Services including Bureau Veritas Certification’s offer and Specific Conditions of Certification Services constitute the sole obligations undertaken by Bureau Veritas Certification, and the sole rights and remedies of the Client, to the exclusion of all other representations, statements, terms, conditions whether express or implied.

本**认证服务通用条件**（包括**必维认证**提出的要约和**认证服务特殊条件**）构成**必维认证**应承担的全部义务以及**客户**所享有的全部权利及救济，并应排除所有其他以明示或暗示方式做出的陈述、声明、条款和条件的适用。

1.6 The definitions in this Article apply in these General Conditions for Certification Services:

本条所规定的定义适用于**认证服务通用条件**：

Accreditation Body: Authoritative body that grants accreditation, under which Bureau Veritas Certification performs its Services.

认可机构: 授予认可的权威机构，**必维认证**根据其取得的该等认可履行**服务**。

Agreement: the Bureau Veritas Certification’s acceptance of a completed Bureau Veritas Certification Order Form or other instructions for Services from the Client, or Bureau Veritas Certification’s acceptance of an agreed quotation

for Services, or any instruction or request for services by a Client and subsequent acceptance by Bureau Veritas Certification and performance of Services by Bureau Veritas Certification for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification.

协议：**必维认证**对一份填写完毕的**必维认证**订单表或**客户**就**服务**所发出的其他指示表示接受，或**必维认证**对一份经协商一致的服务报价表示接受，或**客户**要求提供服务的任何指示和要求以及**必维认证**后续做出的接受该等指示和要求的表示。除非**客户**及**必维认证**以书面形式另行单独约定条款及条件，每份协议均应适用本**认证服务通用条件**。

Certificate of Approval : Permission issued by Bureau Veritas Certification for a product, service or process to be marketed or used for stated purposes under stated conditions.

认证证书: **必维认证**为一项拟在特定条件下为特定目的而拟上市或使用的产品、服务或工序所出具的许可。

Bureau Veritas Certification Order Form: 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 Bureau Veritas Certification Order Form or in a separate document or price list.

必维认证订单表：待**客户**填写的**必维认证**标准表格，该表格规定了将由**必维认证**履行的**服务**以及任何其他与履行协议条款所规定之**服务**有关的信息。服务费用可在**必维认证**订单表中规定，或在单独的文件或价目表中另行予以规定。

Confidential Information shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

保密信息: 指由一方向另一方披露的任何形式的信息，包括但不限于直接或间接与**双方**和/或**协议**相关的技术、环保、商业、法律以及财务方面的信息。

Intellectual Property shall mean 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 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.

知识产权: 指所有专利、发明权、实用新型、版权及其他相关权利、商标、标识、服务标志、商业外观、商业名称和域名、就商业外观或装潢、商誉所享有的权利、起诉假冒的权利、就不正当竞争行为采取措施的权利、就设计、计算机软件、数据库及地理标志所享有的权利、精神权利、就保密信息（包括专有技术及商业秘密）所享有的权利、**服务**的方式和规约，以及其他知识产权，无论前述权利是否已经注册，且前述所述的权利包括所有该等权利的申请、续展、继承或延期，以及各地所有类似或等同的权利或保护形式。

Party and Parties: individually Bureau Veritas Certification or the Client and collectively Bureau Veritas Certification and the Client.

一方和双方：**必维认证**或**客户**单独称为一方，**必维认证**及**客户**共同称为双方。

Reports: all documents created by Bureau Veritas Certification in relation to the performance of the Services, except Certificate of Approval.

报告: 由**必维认证**做出的所有与履行**服务**相关的文件，但**认证证书**除外。

Single-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for one site and/or location.

单地要约: **必维认证**对某一**客户**发出的就在某一场所和/或地点提供**服务**的要约。

Multi-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for two or more sites and/or locations.

多地要约: **必维认证**对某一**客户**发出的就在多个场所和/或地点提供**服务**的要约。

1.7 Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO17000 standards.

如本文未另行定义，本文中的粗体术语应具有 ISO17000 标准中“**合格评定**”词汇所赋予的含义。

1.8 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Bureau Veritas Certification Order Form or other document shall not govern the Agreement.

1.9 为避免疑义，**必维认证**订单表或其他文件中所附的或所提及的**客户**的标准条款和条件（如有）均不适用于**协议**。

1.10 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 in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

必维认证仅为**客户**提供服务。除**协议**有所规定之外，**协议**仅在**客户**及**必维认证**之间订立，并仅能由**客户**及**必维认证**予以强制执行。**协议**不应被视为任何第三方（包括但不限于一方的供应商或顾客）创设任何权利，或为任何一方创设对该第三方的义务。

2. BUREAU VERITAS CERTIFICATION'S OBLIGATIONS

必维认证的义务

2.1 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 under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

必维认证应运用具备认证行业经验以及在类似情形下履行类似服务经验的适格实体所应有之合理注意、技能及勤勉向**客户**提供**服务**，并向**客户**交付**认证证书**和/或**报告**。

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

作为独立的一方，**必维认证**通过确认、评估或建议的形式向其**客户**提供与法规要求、一般行业标准和/或其他由**双方**共同同意的标准有关的信息。

2.3 In providing the Services, Bureau Veritas Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers 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 the liability to Bureau Veritas Certification to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

必维认证并未因提供**服务**而作为设计师、建筑师、建造方、承包商、生产商、制造商、运营商、承运人、进口商或所有者。无论**必维认证**有何种行为，前述设计师、建筑师、建造方、承包商、生产商、制造商、运营商、承运人、进口商或所有者并不能免除其任何义务，无论该义务为何种性质。如果**客户**免除了任何第三方就**客户**的产品或服务所应承担的责任、义务及职责，或免除了该第三方就**必维认证**履行**服务**所依据的任何信息所应承担的责任、义务及职责，该等未能由第三方承担的责任不应造成**必维认证**责任的增加，并且**客户**应自行承担该等责任、义务及职责。

2.4 For the avoidance of doubt, Bureau Veritas Certification does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or 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 any product manufactured, distributed, imported, or sold by the Client.

为避免疑义，对于与**服务**相关的、由**客户**承担或制造的产品、服务或其他活动的妥当性、质量、适销性、是否符合目的、合规性或性能，**必维认证**不作为其承保人或保证人。尽管本文或任何**认证证书**和/或**报告**中有相反规定，**必维认证**不对**客户**的任何活动或由其生产、分销、进口或销售的任何产品做出任何明示或暗示的承诺或保证，包括适销性承诺及符合某一特定目的或用途的承诺。

2.5 The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to Bureau Veritas Certification by the Client prior to the performance of the Services. Bureau Veritas Certification cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that Bureau Veritas Certification has been given erroneous or incomplete information by the Client.

认证证书和**报告**仅根据**客户**在**服务**履行前向**必维认证**提供的书面指令、文件、信息及样品而做出。如果**客户**向**必维认证**提供的信息有误或不完整，则**必维认证**不对**认证证书**和**报告**中的错误、遗漏及不准确承担任何责任。

2.6 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to Bureau Veritas Certification, shall be

considered to be for information only, without either extending or restricting Bureau Veritas Certification's scope of Services or obligations under the Agreement.

除非由**客户**明确做出相反指示并为**协议**所规定的服务范围所涵盖, 向**必维认证**披露的、涉及**客户**与其他利益相关方之间的承诺的文件(比如销售合同、供货或工作合同、信用证、提单、说明书、数据表、佣金函、接受或合格证明), 应仅视作参考信息, 且不得因此扩大或限制**协议**项下**必维认证**的**服务范围**或义务。

3. CLIENT'S OBLIGATIONS

客户的义务

3.1 The Client shall:

客户应当:

3.1.1 Co-operate with Bureau Veritas Certification in all matters relating to the Services;

3.1.2 在各方面就**服务**与**必维认证**进行合作;

3.1.3 Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, information and personnel as required by Bureau Veritas Certification, its agents, subcontractors, consultants and employees, to perform the Services. The Client shall be responsible for preparing and maintaining 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. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform Bureau Veritas Certification of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;

根据**必维认证**、**必维认证**的代理人、分包方、顾问或员工的要求, 及时提供或促使其供应商提供对场地、文件、信息以及雇员的相应权限以履行**服务**。**客户**应负责备置及维护与**服务**提供有关的场地及资料, 包括但不限于在**服务**提供之前及服务过程中, 确定、监测、纠正和排除其场地中的任何实际的或潜在的危险状况或危险物品。在**服务**履行过程中, **客户**应采取一切必要措施保证现场工作环境的安全性, 并告知**必维认证**所有健康安全规章及相关场地适用的任何其他合理的安全要求;

3.1.4 Provide Bureau Veritas Certification, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order and under the Client's control and operation, for provision of the Services;

为提供**服务**之目的, 向**必维认证**、**必维认证**的代理人、分包方和代表提供必要的交通便利及设备, 该等设备应有良好的工作性能且受**客户**之操控;

3.1.5 Provide Bureau Veritas Certification, either directly or through its suppliers and subcontractors, in a timely manner, such information as Bureau Veritas Certification may require for the proper performance of the Services and ensure that such information is accurate in all material respects;

及时向**必维认证**直接提供或通过其供应商和分包商向**必维认证**提供, 为适当履行**服务**之目的而由**必维**

认证所要求提供的信息, 并确保该等信息在所有重大方面的准确性;

3.1.6 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; facilities;

如必要, 取得并维持全部必要的许可及同意, 且在**服务**及**客户**设备、设施的使用方面符合所有相关法律的要求;

3.1.7 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;

确保**协议**项下规定的所有由**客户**向**必维认证**提供的文件、信息和资料未侵犯且不会侵犯任何第三方专利、著作权、商标、商业秘密、许可或其他知识产权或专有权利, 也未构成且不会构成对任何第三方专利、著作权、商标、商业秘密、许可或其他知识产权或专有权利的侵权或不当使用; 以及

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

采取一切必要措施以消除或补救在**服务**提供过程中出现的障碍或干扰。

3.2

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. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by Bureau Veritas Certification. Neither Bureau Veritas Certification nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.

若**必维认证**提供**服务**, **客户**同意, **必维认证**仅就该等**服务**本身而非就实现任何特定结果向**客户**负责。**客户**负责对**必维认证**提供的信息及建议进行独立自主判断。**必维认证**或其任何代理人不保证基于**协议**规定的**报告**而做出的任何决定或行动的质量、结果、有效性或适当性。

3.3

If Bureau Veritas Certification's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

如果**客户**、**客户**的代理人、分包方、顾问或员工的任何作为、不作为、违约或过失阻碍或延误了**必维认证**对其在**协议**项下义务的履行, **必维认证**不应因该等阻碍或延误所直接或间接遭受或产生的任何成本、费用或损失承担责任。

4. PAYMENT

支付方式

4.1

Bureau Veritas Certification shall invoice Clients on delivery of the Services. Certificate of Approval cannot be released until full payment has been received by Bureau Veritas Certification.

必维认证应在交付**服务**时向**客户**开具付款通知。**必维认证**仅在收到**客户**全额付款之后向**客户**发放**认证证书**。

- 4.2** This invoice shall include as appropriate, but not be restricted to, man-days (off- and on-site), Reports, Certification, Non-conformity Closure, Certificate of Approval and Accreditation Fees as well as Expense Costs.

根据适用之情形，发票开具的金额应包括但不限于工作时间（包括现场及场下的工作时间）、**报告、认证、消除不合格项、认证证书、认可费用**以及**费用成本**对应的金额。

- 4.3** The Client shall pay each invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds, within thirty (30) days of the date of the invoice.

客户应在**必维认证**出具每一张付款通知之日起三十（30）天内全额付清该笔发票上所记载的金额。

- 4.4** If the Client fails to pay Bureau Veritas Certification on the due date, Bureau Veritas Certification may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.

如果**客户**未能在到期日前向**必维认证**支付任何款项，**必维认证**可在任何判决作出前或作出后要求**客户**自到期日起就该等款项支付利息，该等利息应根据 1.5%的月利率按日累计并按月计算复利，直至全部付清为止，并且**必维认证**有权停止所有**服务**直到款项全额付清为止。服务费及任何其他收费应指税后费用。

- 4.5** Any service supplied beyond those set out will be charged at Bureau Veritas Certification's current rates.

任何超出既定范围的服务都应按照**必维认证**当前的费率收费。

- 4.6** Bureau Veritas Certification reserves the right to review and amend its charges annually; as a minimum these charges will be adjusted in line with cost indices.

必维认证保留每年审核和修改其收费的权利；在最低限度下，**必维认证**将根据成本指数调整收费。

- 4.7** All fees are exclusive of travel and expenses and will be charged as pre-agreed at a fixed rate or at cost.

所有的服务费均不包括差旅费用，并将按照事先约定根据固定费率或成本收取。

- 4.8** When Major Non Conformity or Major changes occur, Bureau Veritas Certification undertakes a "special follow up visit", which is charged at Bureau Veritas Certification's current rates.

当发生**重大不合格事项**或**重大变更事项**时，**必维认证**将进行“特殊跟进调查”，前述特殊跟进调查的费用按**必维认证**当前的费率收取。

- 4.9** All fees to review Client's proposed actions to close Minor Non Conformities are charged on a time basis.

必维认证将按照所耗时间就对**客户**为消除**轻微不合格事项**所拟采取行动进行的审查收费。

- 4.10** If the Client postpones the audit service by a thirty (30) working days notice, Bureau Veritas Certification reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.

如果**客户**通过提前三十（30）个工作日通知**必维认证**延迟审核服务，**必维认证**保留就其全部审核工作时间收取费用的权

利。当审核重新开展时，前述费用不会在最终收取的审核费用中予以扣除。

- 4.11** If the Client cancels this Agreement, the Client shall pay all outstanding invoices. In addition, if the Client cancels with less than three (3) months notice prior to the next due audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees.

如果**客户**取消**协议**，**客户**应偿付其所有未付发票。此外，如果**客户**在下一个审核日到期前三个月内通知取消**协议**，则**客户**应承担审核的全部费用，包括全部审核工作时间对应的费用及行政费用。

5. TERMINATION

终止

- 5.1** The Agreement may be terminated by either Party at any time without liability to the other Party by giving a minimum of thirty (30) days' prior written notice to the other Party.

任一方可通过至少提前三十（30）天书面通知另一方随时解除**协议**。

- 5.2** Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement without liability to the other on giving the other not less than seven (7) days written notice to the other if:

在不损害**双方**可能享有的任何其他权利或救济的情况下，在下列情形发生时，任一方可通过至少提前七（7）天书面通知另一方终止**协议**：

- 5.2.1 the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment;

另一方未按时支付**协议**项下的任何到期款项，且在收到一方书面催款通知后十五（15）日内仍未予以清偿；

- 5.2.2 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that Party being notified in writing of the breach;

另一方实质性违反**协议**项下任何条款，并且在前述实质性违约可予以纠正的情形下，该另一方在收到一方书面通知后十五（15）日之内未予以纠正；

- 5.2.3 the other Party 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;

另一方不断违反**协议**项下的条款，前述行为使一方经合理判断可以认定该另一方已无意愿或能力执行该等**协议**条款；

- 5.2.4 the other Party becomes unable to pay its debts as and when they become due;

另一方丧失履行到期债务的能力；

- 5.2.5 the other Party becomes insolvent or enters receivership (for financial or other reasons), or insolvency or bankruptcy proceedings are commenced by or against such Party;

另一方丧失清偿能力或被破产管理人接管（基于财务或其他原因），或另一方已主动申请或由他方申请该另一方进入清算或破产程序；

5.2.6 the other Party assigns or transfers any right or interest in this Agreement other than as authorized under this Agreement; or

未经**协议**许可，另一方擅自转移或转让其在**协议**项下的任何权利或权益；或

5.2.7 the other Party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.

另一方中止或停止，或威胁中止或停止开展其全部或实质部分的业务。

5.3 On termination of the Agreement for any reason:

无论**协议**因任何原因终止：

5.3.1 the Client shall immediately pay to Bureau Veritas Certification all of Bureau Veritas Certification's outstanding unpaid invoices and interest 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 immediately on receipt;

客户应该立即向**必维认证**支付所有**必维认证**已向**客户**开具但**客户**尚未支付的发票本金和利息，并且**必维认证**可就其已向**客户**提供的但尚未开具发票的**服务**向**客户**开具发票，**客户**应在收到前述发票后立即予以支付；

5.3.2 the Client shall return all of the Bureau Veritas Certification's equipment. If the Client fails to do so, then Bureau Veritas Certification may enter the Client's premises and take possession of it. Until it has been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

客户应向**必维认证**返还所有**必维认证**的设备。如**客户**未履行前述返还义务的，**必维认证**可进入**客户**的场所取得前述设备。在**客户**向**必维认证**归还或由**必维认证**取得前述设备之前，**客户**应对设备的妥善保存承担全部责任；且

5.3.3 the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

5.3.4 **协议**的终止不得影响**双方**在**协议**终止时已取得的权利和应承担义务，也不得影响任何明示或暗示其在**协议**终止后仍然有效的条款的持续有效性。

5.4 On termination of the Agreement (however arising), Articles 6, 7, 8 and 11 shall survive and continue in full force and effect.

无论**协议**基于何种原因终止，本文第6条、第7条、第8条及第11条应在**协议**终止后始终有效。

5.5 In the event of this Agreement being terminated as per Articles 5.1 and 5.2, the Certificate of Approval and the Reports issued pursuant hereto shall forthwith become invalid and the Client shall cease to use the same and shall return to Bureau Veritas Certification all documentation and other matters issued pursuant thereto or bearing an indication of such Certificate of Approval or Reports.

如果**协议**根据本文第5.1条或第5.2条终止，**必维认证**根据本文所出具的**认证证书**和**报告**应立即失效，**客户**应当停止使用该等**认证证书**和**报告**，并向**必维认证**归还所有由**必维认证**根据该等**认证证书**和**报告**出具的或涉及该等**认证证书**和**报告**的所有文件和其他资料。

6. CONFIDENTIALITY

保密

6.1 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading 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.

非经披露**保密信息**一方事先书面同意，任一方，无论为何种目的，都不得披露或使用任何保密资讯或**保密信息**或任何其在履行**协议**范围内可取得或收到的财务或商业信息。

6.2 The confidentiality undertaking shall not apply to any information:

保密义务不适用于以下信息：

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

通过公开途径可获得的信息或非因接收**一方**的行为而使之可由公开途径获得的信息；

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

在信息被披露之前由接收**一方**所持有的信息；

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

由第三方向接收**一方**披露的信息，该第三方取得前述信息时未附有保密义务；

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

由接收**一方**在不使用或参考自披露**一方**处接收的**保密信息**的情况下独立开发或取得的信息；

6.2.5 which is 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

根据法律要求、任何证券交易规则或任何具有约束力的判决、命令或任何法院或其他具有管辖权的权力机构的要求而进行披露的信息；或

6.2.6 which is disclosed to an affiliate of the Party on a need to know basis.

基于必要而向**一方**的关联方进行披露的信息。

6.3 The Certificate of Approval and the Reports are issued by Bureau Veritas Certification and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Bureau Veritas Certification.

认证证书及**报告**由**必维认证**为**客户**的排他性使用而出具。未经**必维认证**事先书面同意，不得公开**认证证书**及**报告**或将其用于广告目的，或为向任何人士或实体传播而抄写、复制**认证证书**及**报告**，或以其他任何方式公开披露**认证证书**及**报告**。

6.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information 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.

任一方应负责确保，任何根据协议获知**保密信息**的人士皆应对该等信息进行保密且不得向任何未获授权的人士或机构披露或泄露该等信息，并应对违反前述义务承担全部责任。

6.5 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit Bureau Veritas Certification from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.

在协议到期或基于任何原因终止时，根据另一方的指示，一方应将其届时所持有或控制的另一方的**保密信息**归还另一方或予以销毁，但是，本条不禁**止必维认证**依照法律及**认可机构**的要求，根据其备案政策及存档政策保留**认证证书、报告**及分析的副本。

7. INTELLECTUAL PROPERTY

知识产权

7.1 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.

任一方排他地对其**知识产权**拥有全部权利（不论该**知识产权**是先于或后于协议起始日产生，也不论该**知识产权**是否与双方间的任何协议有关）。

7.2 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.

任一方均不得质疑另一方**知识产权**的有效性，也不得采取任何可能损害另一方或其关联方的**知识产权**的价值和商誉的任何行为。

7.3 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.

每一方应采取必要措施确保其操作始终符合相关数据保护法律法规。

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.

客户不得使用**必维认证**的名称、服务标识、商标及著作权，除非**客户**取得**必维认证**事先书面批准，且按照**必维认证**规定的方式进行使用。

7.5 The use of Certificate of Approval is regulated by Bureau Veritas Certification though a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. Bureau Veritas Certification will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.

认证证书的使用由**必维认证**通过一份政策文件加以规范。该政策文件解释了如何展示及使用认证标识及相关标识，并可经要求取得。**必维认证**将在后续监督访问时审核**客户**对认证标识和/或相关标识的使用。

7.6 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the Bureau Veritas Certification's intellectual property of its proprietary software, nor to the Bureau Veritas Certification's proprietary audit methods, training materials and best practices manual, nor to the Bureau Veritas Certification's protocols, nor to the Bureau Veritas Certification's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of the Bureau Veritas Certification.

为避免疑义，**认证证书**或**报告**或其它书面材料均未对**必维认证**专有软件中的知识产权的所有权或许可权，**必维认证**的专有审核方法、培训资料和方案手册，**必维认证**的规约，**必维认证**的名称、图标、标识、其他商业外观，或其他现存或将来开发的用于履行**服务**及出具**认证证书**及**报告**的**知识产权**和专有技术的所有权或许可权进行任何授权。**必维认证**应为前述权利的独占所有人。

8. LIMITATION OF LIABILITY

责任限制

8.1 Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).

尽管协议中有其他规定，任一方均不就**间接或附带损失**或**损害**向另一方承担责任（该等**间接或附带损失**或**损害**包括但不限于，**惩罚性损害赔偿**、**收入损失**、**生产损失**、**源于任何货物或财产的价值损失**或**收入减损**（包括但不限于，**使用损失**、**财务利益损失**、**营业中断**或**停工**））。

8.2 Nothing in these General Conditions limits or excludes the liability of Bureau Veritas Certification:

本**认证服务通用条件**并不限制或排除**必维认证**的下列责任：

8.2.1 for death or personal injury resulting from negligence; or

由于过失造成的死亡或人身伤害；或

8.2.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Bureau Veritas Certification; or

因**必维认证**的**欺诈**或**欺诈性误导**陈述而使**客户**遭受的任何**损害**或**责任**；或

8.2.3 for any other loss which by law cannot be excluded or limited.

根据法律不得排除或限制的任何其他**损失**。

8.3 Without prejudice to Article 8.1, the total liability of Bureau Veritas Certification and its affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, 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 and 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.

在不影响本第 8.1 条的情况下，必维认证及其关联方、各自的员工、董事、管理人员、代理人、顾问及分包方的全部责任，包括合同责任、侵权责任（包括但不限于基于过失、重大过失或违反法定义务产生的侵权责任）、误述责任、恢复原状责任或与服务、认证证书、报告以及对协议的履行或拟定履行所产生的或与之相关的任何形式的其他责任，应以客户就该等引起必维认证责任的服务向必维认证已付或应付的费用数额为限。

9. FORCE MAJEURE

不可抗力

9.1 For the purposes of this Article 9, "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Bureau Veritas Certification 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), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

为本文第 9 条之目的，“不可抗力”应指一项事件，该事件的发生不受声称出现不可抗力一方的合理控制，且使客户或必维认证无法履行其在协议项下之全部或部分义务（向另一方付款的义务不在此列），而该等无法履行不能通过声称出现不可抗力一方的合理预见、制定计划及执行该等计划予以避免或克服。

9.2 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. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

任何一方均不对因不可抗力直接或间接导致延迟履行或未能履行其在本文项下的义务而产生的任何损失及损害承担责任。如果该等无法履行的持续时间超过十五（15）天，则未受制于该等无法履行状况的一方有权终止协议且无须承担任何责任。

10. ENTIRE AGREEMENT

全部协议

10.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by Bureau Veritas Certification. These General Conditions for Certification Services shall take precedence over any terms or conditions set out in the Client's purchase order or other communications with Bureau Veritas Certification, unless expressly otherwise agreed in writing by Bureau Veritas Certification.

协议构成双方间的全部约定，并且取代双方此前就必维认证履行服务达成的所有约定和沟通。除非由必维认证另行书面明确同意，本认证服务通用条件应优先于客户的购买订单或客户与必维认证之间的其他沟通中所规定的任何条款或条件。

10.2 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.

双方在此确认，双方签署协议并不依赖于任何声明、陈述、保证或承诺（无论是疏忽或无意作出），及除协议明确规定的违约情形外，双方就任何前述声明、陈述、保证或承诺不享有任何权利或补偿。

10.3 Nothing in this Article 10 shall limit or exclude any liability for fraud.

本第 10 条不得限制或排除任何基于欺诈而产生的责任。

11. LAW

法律

This Agreement is governed and shall be construed in accordance with People's Republic of China and the Parties submit to the exclusive jurisdiction where Bureau Veritas Certification China Co., Ltd. is located

本协议适用中华人民共和国法律并应据其进行解释，且必维认证（公司全称：必维认证（北京）有限公司）所在地法院对协议享有排他管理管辖权。

All notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the Party as herein above appearing or as may be subsequently notified by the other.

如果通过预付邮费的挂号邮件寄送任何通知或程序文件，该等通知或程序文件在发送至上文载明的一方地址或此后由一方方向另一方通知的地址时应视为被适当送达该方。

12. RIGHTS OF THIRD PARTIES

第三方权利

12.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

在法律允许的最大范围内且除协议明确规定外，非协议一方的任何人士不得享有协议项下或与之相关的任何权利

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

SF05 Part II - RSPO Supply chain Certification Specific Conditions

SF05 第 2 部分 RSPO 供应链特殊条件

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.

目标

本文件的目的在于明确Bureau Veritas Certification与其客户在RSPO认证方面的关系和相互间的义务。以下要求适用于客户所从事加工、贸易或供应业务RSPO 产销监管证书的颁发。如客户发生违反本合同条款的行为，Bureau Veritas Certification将暂停或撤销已颁发的证书（见定义如下）及相应的认证商标使用权。

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.

RSPO 供应链证书的颁发

Bureau Veritas Certification 经由其认证委员会许可向客户颁发 RSPO 供应链证书。该证书拥有特定的注册码。在进行审核后，认证委员会有权决定授予、附条件的授予、维持、附条件的维持、延期、暂停和撤销所颁发的证书。在证书有效期截止时，Bureau Veritas Certification 可以进行续期审核以审查客户的活动并可对证书更新。

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.

如果发生损害RSPO形象或声誉的情况，Bureau Veritas Certification保留拒绝授予客户证书或立即撤销已颁发证书的权利，无论RSPO是否提出正式调查。

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.

监督审核和随机检查

自证书颁发之日起，Bureau Veritas Certification 将每年安排一次监督审核工作。认证合同中列出了监督审核的条件和间隔周期。

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 保留自费对客户的办公和生产场所进行随机检查的权利。

Bureau Veritas Certification obligations towards the client

Bureau Veritas Certification 对客户承担的义务

Bureau Veritas Certification undertakes to:

Bureau Veritas Certification 承诺:

- Supply to the client the necessary information and documentation regarding the RSPO Supply chain certification system;
向客户提供与RSPO供应链认证制度有关的必要信息和文件;
- Provide the client with the contact details as well as the name of the contact person regarding the certification;
向客户公布与认证相关的联系人的联络方式及姓名;
- Organise and conduct audits as specified through the certification contract;
组织和开展认证合同条款中列明的审核活动;
- Require appointed auditors to precede the audits under a confidentiality commitment in regard to the client's operations and the audits results;
要求委派参与审核的人员对客户的运营以及审核结果保密;
- Submit an audit report to the client within 3 weeks following the end of the audit;
在审核结束后 3 周内向客户提交一份审核报告;
- Communicate the full audit reports only to the Certification Committee and to the RSPO;
仅向认证委员会和RSPO通报审核报告的全部内容;
- Make the certification decision no later than 2 months after the initial or complementary audit report finalisation;
在初审报告或补充审核报告定稿后2个月内做出认证决定;
- 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.
如遇 RSPO 供应链参考标准或认证制度出现任何变动, 以书面形式尽快通知客户该等变动以使得客户可在未来 12 个月内适应上述变动。
- Make public the documentation required by the RSPO to be in accordance with the related standards.
公布RSPO要求的文件以符合相应标准。

Client obligations towards Bureau Veritas Certification

客户对Bureau Veritas Certification的义务

The client undertakes to:

客户承诺:

- 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;
在附条件授予证书的情况下, 遵从审核报告提出的完成轻微不符合整改的时间安排, 且如有必要, 服从Bureau Veritas Certification对时间安排所作的修改;
- Fulfill the RSPO Supply chain referential requirements for the RSPO Supply chain certificate period of validity (5 years);
在RSPO供应链证书有效期(五年)内履行RSPO供应链参考标准的要求;
- Ensure to Bureau Veritas Certification approved auditors its full and constant collaboration during the audits;
确保在审核过程中向Bureau Veritas Certification认可的审核员提供充分、持续的协作;
- Seek no consultation with the approved auditors;

不向Bureau Veritas Certification认可的审核员寻求咨询；

- 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;
在证书有效期内及在证书被暂停使用或撤销之后（如果因发生特定投诉而需要额外信息），确保向 Bureau Veritas Certification 以及 RSPO 组织提供访问人员、地点和文件的自由；
- 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;
如果客户的内部组织机构变动有可能对其继续遵守 RSPO 供应链参考标准产生潜在影响，尽快以书面形式告知 Bureau Veritas Certification 该等变动；
- Accept, after the parties' agreement, a new audit when important modifications justify an urgent audit;
如果发生了重大变动而有必要进行紧急审核，经各方同意后接受再次审核；
- Make a correct use of RSPO trademarks and of certificate registration code according to the aforesaid provisions;
遵守前述规定，正确使用RSPO商标和证书注册码；
- Include RSPO products nature and quantity and the RSPO certificate registration code in the corresponding sale documents (invoices, shipping documentation...);
在相应的销售文件（发票、货运单据等）中列明 RSPO 产品的性质、数量以及 RSPO 证书注册码；
- Limit RSPO trademarks use to the products included in the certificate scope;
仅针对证书范围所涵盖的产品使用 RSPO 商标；
- 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;
根据要求，每年提交使用过 RSPO 商标的产品详细清单。该名单应列明已购买或已销售产品的种类、性质和数量，以及供应商或客户的名称；
- Accept RSPO decisions in regards to RSPO certificate issuance. RSPO has power to require the Certification Committee to suspend or withdraw a certificate;
接受 RSPO 有关 RSPO 证书颁发的决定，该机构有权要求认证委员会暂停或撤销已颁发的证书；
- Make public the documents as specified by RSPO Supply chain referential;
公开 RSPO 供应链参考标准规定应公开的文件；
- Allow Bureau Veritas Certification, in the absence of opposite information, to use its name as commercial reference;
允许 Bureau Veritas Certification 在不使用负面信息的情况下将其名称用于商业推广；
- Respect the present document terms whatever the audits results are;
无论审核结果如何，尊重本合同的条款；
- 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;
在证书被撤销或终止时，将已颁发的证书以及与 RSPO 商标使用相关的标识、资料和其他文件交回 Bureau Veritas Certification；
- Satisfy the new requirements related to any evolution of the RSPO Supply chain referential within 12 months upon notice by Bureau Veritas Certification；

在收到 Bureau Veritas Certification 通知后 12 个月内满足与 RSPO 供应链参考标准变动相关的新要求；

- Satisfy the Certification Committee's demands and decisions following audits.

在审核后满足认证委员会提出的要求和决定；

- Continues to pay all specified evaluation fees and costs.

持续支付审核产生的各项费用。

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 anytime. The non payment of the annual RSPO Fee will lead to the certificate withdrawal.

收费

RSPO认证费用不包括向客户收取的年费（即认可机构管理费）。该项收费属于RSPO，用于支付品牌管理和推广费用。RSPO可随时修改年费的金额。不支付RSPO年费的行为将导致证书的撤销。

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.

证书有效范围的扩大和缩小，证书的暂停和终止

在证书有效期内，RSPO证书持有人可以申请扩大证书的有效范围，但不能使证书的有效期得到延长。Bureau Veritas Certification保留在同意扩大证书有效范围前检查证书持有人相应运营场所的权利。当RSPO证书持有人要求更改证书有效范围时，持有人需返还原有证书以取得一份更新了有效范围的证书。

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.

客户也可以向Bureau Veritas Certification要求缩小RSPO产业链监管证书的有效范围。在证书暂停时，暂停期间不得超过6个月。超过6个月暂停期间后，证书将被终止。

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.

保密

各方都有义务为本合同所涉及的业务事项保密，并采取一切必要措施以确保履行这一承诺。

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.

但是，为了推广认证产品，Bureau Veritas Certification将使用客户名称和详细联系方式，并可能透露客户向市场投放的认证产品的信息（产品的性质和数量）。

Dispute

争端

The client has:

客户可以：

- 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;

- 在Bureau Veritas Certification 通报审核报告后21 天内，以书面形式向Bureau Veritas Certification提出任何有关报告及其结论的投诉和异议；
- 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.
- 在认证委员会就其决定发出通知后的15 天内，以书面形式向Bureau Veritas Certification提出任何有关该等决定的申诉、投诉或异议。

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

在上述期限之后，Bureau Veritas Certification将不予接受任何申诉、投诉和异议。

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.

Bureau Veritas Certification将尽最大努力以友善方式解决争端。但是，如果有关各方交涉后仍不能达成一致，则应适用RSPO认证的通用条件解决商业争端。位于吉隆坡的RSPO办公室是解决关于RSPO供应链参考标准解释的纠纷以及RSPO 商标使用纠纷的唯一有权机构。