



General Terms and Conditions

These General Terms & Conditions (hereinafter: 'GT&C'), as amended from time to time in accordance with Section 16.4 of the GT&C, shall apply exclusively to each and any contractual relationship between FSC Global Development (hereinafter 'FSC GD') and you ('Service Provider') and shall become an integral part thereof.

1. Definitions and Interpretations

Throughout these GT&C, the terms set forth below shall have the meaning specified in this Section.

1.1. Definitions

1.1.1. 'FSC Certification Scheme' means the certification system developed and administered by the FSC Group. This scheme is developed to enable independent certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from responsibly managed forests and based on FSC's principles and criteria. This scheme contains several

programs, such as the FSC Accreditation Program, FSC Licensing Program, FSC Membership Program and the FSC Policy and Standards Program.

1.1.2. 'FSC Group' stands for FSC AC and all of its subsidiaries¹,

1.1.3. 'FSC Network' refers to the global network supporting FSC Group's mission consisting of the FSC Group itself, the FSC Indigenous Foundation, the FSC Investments and Partnerships Inc. and other regional and national partner organizations as listed at fsc.org/en/page/locations.

1.1.4. 'Legal Requirements' means any applicable law, regulation, directive, instruction, or rule of a competent authority, as amended or replaced from time to time.

1.1.5. 'Service' means each deliverable or outcome resulting from a work activity performed by the Service Provider, including all writings and other works, copyrightable or not, that the Service Provider conceives, discovers, develops, makes or produces, alone or together with others, during the assignment, but only to the extent that they were performed in connection

with the services based on these GT&C.

1.1.6. 'Goods' means all tangible personal property, materials, equipment, products, components, software, documentation and other physical items supplied or delivered by the Service Provider under a Purchase Order, including any modifications, enhancements or updates thereto.

1.1.7. 'Related Proprietary Rights' means any and all trade secret, copyright, mask, work, patent, trademark, service mark, certification mark, trade dress or other proprietary rights in all countries relating to the Service, any extensions or renewals of the foregoing, any registrations, patents or applications with respect to the foregoing, and any causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

1.1.8. 'Purchase Order' (PO) means a legally binding document created in SAP by FSC GD to request goods or services from the Service Provider under these GT&C.

1.1.9. 'Third Parties' refers to parties which are not party to the Purchase Order.

¹ FSC Group stands for Forest Stewardship Council A.C., registered in Calle Margarita Maza de Juárez #436, Col. Centra, 68000 Oaxaca, Mexico ("FSC AC"), FSC GD, FSC International Center gGmbH, registered in Adenauerallee 134, 53113 Bonn,

Germany ("FSC IC"), ASI – Assurance Services International GmbH, registered in Friedrich-Ebert-Allee 69, 53113 Bonn, Germany ("ASI"), FSC China, registered in Rm 3A12, No. 11 Dongshuijing Hutong, Chaoyang District, Beijing 100102, China

and Forest Stewardship Africa Limited ("FSC Africa") registered in P.O. Box 10643 00100 - G.P.O NAIROBI.



1.1.10. 'Agreement' means the contractual relationship between FSC GD and the Service Provider arising from and governed by a Purchase Order and these GT&C.

1.1.11. 'Term of the Agreement' means the period commencing on the Effective Date and ending on the End Date, unless extended by mutual agreement via new PO or terminated earlier in accordance with Section 9 hereof. **'Effective Date'** means the date on which the Service Provider accepts per e-mail the Purchase Order including these GT&C. **'End Date'** means the date when the Services are fully provided and completed, or where a specific duration is specified in the Purchase Order, the expiry of such specified period.

1.2. Interpretations

1.2.1. In the event and to the extent only of any conflict between the clauses in the Purchase Order and these GT&C and its annexes, the GT&C shall prevail.

1.2.2. FSC GD and the Service Provider each are 'Party' and collectively 'Parties'.

1.2.3. Considering the international nature of the FSC Certification Scheme, the mission of the FSC Group and the purpose and scope of this assignment, the English language is chosen for these GT&C. Notwithstanding the above, and in light of Section 15 below, in

case of technical or legal terms being used in German language, these shall have the meaning under and shall be interpreted exclusively in accordance with German law and language; the English translation of such terms shall be for ease of reference only.

1.2.4 The GT&C apply to all Purchase Orders including without limitation Purchase Orders for services, goods, or any combination thereof. Where the GT&C refer to 'Services' or 'Service Provider', such terms shall be deemed to include goods and suppliers of goods respectively, unless the context clearly indicates otherwise.

2. Fee, Expenses and Payment thereof

2.1. Unless otherwise specified in the Purchase Order, FSC GD agrees to pay the Service Provider the amount specified in the applicable Purchase Order, inclusive VAT where applicable, to cover the agreed scope of Services or Goods from the Effective Date until End Date; the fees shall be paid by FSC GD in one full instalment after the Services and/or Goods have been satisfactorily and timely delivered by Service Provider to FSC GD. Payments shall be made exclusively in accordance with the subsections below. All fees shall be specified in individual invoices according to German tax requirements.

2.2. Unless otherwise specified in the Purchase Order,

payment(s) will be made by FSC GD within thirty (30) days after receipt of an appropriate invoice as described in subsection 2.1 above.

2.3. Unless otherwise specified in the Purchase Order, all payments by FSC GD hereunder shall be made in US Dollars or in the equivalent amount in the currency as set out in the Purchase Order and shall be effected by electronic transfer to a bank account to be specified by the Service Provider in all invoices. If this data changes during the Term of this Agreement, the Service Provider shall immediately inform FSC GD thereof. Each Party shall bear its own costs of the money transfer.

2.4. All Invoices have to satisfy the requirements of §§ 14, 14a of the German VAT Act.

2.5. Where applicable, the Service Provider shall notify FSC GD of his/her/its VAT registration status and number at the commencement of the Agreement or as soon as possible thereafter and undertakes to inform FSC GD of any changes to his/her/its VAT status during the Term of the Agreement as soon as such changes occur.

2.6. In case the Service Provider is not domiciled in Germany, in principle the VAT reverse-charge regime applies. If the Service Provider is not domiciled in Germany, but the place of performance is in Germany, FSC GD shall remit the applicable



VAT directly to the German tax authorities.

3. Obligations of the Parties

The Parties shall collaborate in good faith and in accordance with these GT&C. In particular and without limitation to the generality of the foregoing, the Parties shall:

3.1. comply with all Legal Requirements and obtain all consents necessary to fully effect the terms and provisions of the Agreement including these GT&C.

4. Principal Obligations of the Service Provider

The Service Provider shall perform the Services in good faith and in accordance with these GT&C. In particular and without limitation to the generality of the foregoing, the Service Provider shall:

4.1. apply all provisions of these GT&C in a responsible and efficient manner;

4.2. conduct all responsibilities, duties and activities in a manner suitable to further FSC's mission and goals, code of conduct² according to FSC Principles and Criteria for Forest Stewardship (FSC-STD-01-001)³.

4.3. not directly or indirectly, intentionally damage the reputation or integrity of the FSC

certification Scheme and/or the FSC Network;

4.4. for the proper conduct of business, inform FSC GD without delay of any material changes in name, address, bank account or legal status

5. Data Security and Data Sharing

5.1. The Service Provider shall not collect, process, or use personal data obtained from FSC GD without FSC GD's explicit written authorization and a valid legal basis under Articles 6 and 9 of the EU General Data Protection Regulation ("GDPR"). This obligation continues beyond the collaboration and survives termination of the contractual relationship.

5.2. In case the Service Provider requires the collection, processing or uses personal data on behalf of FSC GD in the meaning of Article 26 or 28 GDPR, the Parties shall enter into a separate written data processing agreement, as required by law.

5.3. Should the Service Provider engage any of his/her/its employees in the Services under this Agreement or related agreements between the Parties, such employees shall be obligated to maintain the same confidentiality when taking up their duties. The Service Provider will oblige all persons

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conducting work under the Purchase Order including all employees and freelancers, to data secrecy ('Data secrecy', German: 'Datengeheimnis', Article 5 GDPR).

5.4. The Service Provider shall use and process all personal data including other business data transferred by or collected from FSC GD exclusively for the purpose of providing support to FSC GD. Personal data shall not be used by the Service Provider for other purposes and shall particularly not be transferred to Third Parties.

5.5. Any use of personal data and any data processing shall take place exclusively on data systems that in technical and organizational terms meet all requirements for protecting the data. In this regard, the Service Provider shall ensure that he/she/it will take all adequate measures required to ensure data security. This covers in particular, but without limitation, the availability, confidentiality and integrity of the data transferred by or collected from FSC GD.

6. Intellectual Property Rights

6.1. The Service Provider agrees to disclose promptly ("unverzüglich" in the sense of § 121 BGB [German Civil Code]) to FSC GD all work products related to the Service. To the extent legally permitted,

² To be found here: <https://fsc.org/en/about-us>

³ Most recent version to be found here: <https://connect.fsc.org/document-centre>





FSC GD shall be the sole and original owner of, and shall have sole and exclusive right, title and interest in and to the Services and related proprietary rights.

6.2. In addition, the Service Provider hereby assigns and agrees to assign to FSC GD at any time and without additional compensation, irrevocably, exclusively and in perpetuity, any and all right, title and interest, whether now existing or hereafter arising, that the Service Provider may have in or to work products resulting from the Services or any related proprietary rights. The Service Provider herewith irrevocably and in perpetuity grants the FSC GD a royalty free and exclusive right to use, copy, publish, alter, sublicense and distribute the Services worldwide. FSC GD shall be authorized but not obliged to use the granted rights and shall have the right to use the granted rights in any whatsoever form including new innovative forms of use (e.g. templates, business cards, advertising products, websites etc.) and to register work products resulting from the Services as trademarks. The exclusive license of the intellectual property rights shall have the maximum possible duration according to any applicable law.

6.3. The Service Provider guarantees that work products resulting from the Services is not subject to the rights of Third Parties, in particular that it does

not infringe copyrights or other intellectual property rights.

6.4. The Service Provider agrees, without any additional compensation, to sign and deliver any and all instruments which FSC GD may deem necessary or convenient, and take such other lawful actions at FSC GD's expense as FSC GD may reasonably request, to vest, effect, extend, maintain, protect, exploit or evidence FSC GD's right, title and interest in and to the Services and the Related Proprietary Rights.

6.5. All rights in any materials which might be provided by or anyhow obtained from FSC GD, FSC AC or its further subsidiaries or affiliates are and belong exclusively to their respective owner and no right, title or interest in or to any of the same is granted, transferred or assigned to the Service Provider. For the avoidance of doubt, all FSC logos, trademarks, trade names and copyright works and other data used in or in conjunction with or otherwise relating to the materials shall remain FSC's sole property.

6.6. At the end of the Term (by expiry of the Term or after termination), the Service Provider shall promptly delete all property of FSC GD, FSC AC and its further subsidiaries in his/her/its possession, or return it to FSC GD upon reasonable request. This includes all files and other documents concerning the business of FSC GD, FSC AC

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and its further subsidiaries in his/her/its possession - including but without limitation all designs, customer and price lists, printed materials, brochures, sketches, notes, drafts - as well as copies thereof, whether in written, electronic or any other form, and regardless of whether they were prepared by the Service Provider or furnished by FSC GD, FSC AC and/or its further subsidiaries. The Service Provider hereby waives any right of retention in this respect.

7. Insurance, Limitation of Liabilities, Indemnification

7.1 The Service Provider shall effect and maintain in force a policy of insurance against his/her/its potential liabilities under this Agreement with an insurance company, covering any and all claims for damages, liabilities, claims and costs arising from any incident, or series of incidences. Upon FSC GD's request, the Service Provider shall provide FSC GD with a copy of the insurance certificate which shall indicate the sum insured and coverage details within ten (10) working days of such request.

7.2. FSC GD, FSC AC and its further subsidiaries or subcontractors shall only be liable for damages and/or arising out of acts or omissions of its directors, officers, employees or subcontracting parties' as follows: (a) unlimited liability for damages caused by intent or gross negligence; (b) unlimited



liability for death, personal injury or health damages; (c) for breach of cardinal obligations due to simple negligence, liability shall be limited to typical and foreseeable damages; (d) liability for other damages caused by simple negligence is excluded; (e) this limitation shall not affect statutory liability that cannot be excluded or limited under German law.

8. Confidentiality

8.1. The Service Provider acknowledges that all Confidential Information (as defined below) constitutes a valuable, proprietary and confidential asset. For purposes hereof, **‘Confidential Information’** refers to information related to the business, including personal data, of and/ or belonging or pertaining to:

8.1.1 FSC GD, FSC AC and its subsidiaries;

8.1.2 the full FSC Certification Scheme,

8.1.3 associated organizations of the FSC AC and its subsidiaries including all applicants for accreditation or FSC and/or certification bodies accredited by ASI.

8.1.4. donors and Stakeholders of FSC AC and its further subsidiaries or its associated organizations;

8.1.5. members of the FSC AC and its further subsidiaries and/or its staff and subcontractors that

the Service Provider obtains in connection with his/her/its current contractual relation with FSC GD.

8.2 Confidential Information may be in tangible form (such as written materials, audio, video or other data carrier) or may be learned through conversations to which the Service Provider is a party or which the Service Provider overhears. All such records, documents, material and information obtained or ascertained by the Service Provider shall be deemed and considered confidential information, even if not marked as such but objectively recognisable as confidential.

8.3. The Service Provider, except as authorized in writing by the Managing Director of FSC GD, shall not at any time make any commercial use of, or disclose to any Third Party, any such confidential information as described above.

8.4. The Service Provider ensures to restrict disclosure of the Confidential Information solely to its employees, contractors, representatives and/or agents on a need-to know basis and advise those persons of their obligations hereunder with respect to such Confidential Information.

8.5. The Service Provider agrees to indemnify and hold harmless the FSC GD, FSC AC and its further subsidiaries from any damage, loss, cost or liability (including legal fees and the cost

of enforcing this indemnity) arising out of or resulting from any Third Party claims of any unauthorized use or disclosure of the Confidential Information.

8.6. The restrictions on use and disclosure set out in these GT&C will not apply to any information which:

8.6.1. at the date of the Purchase Order is already known to the Service Provider (as evidenced by written records) and was not acquired directly or indirectly from FSC GD, FSC AC and its subsidiaries and was not subject to any prior duty of confidentiality or secrecy;

8.6.2. at the date of its disclosure to the Service Provider is public knowledge or which subsequently becomes public knowledge other than as a result of a breach of confidentiality;

8.6.3. at any time after the date of the Service is disclosed to the Service Provider by any Third Party who did not acquire such information directly or indirectly from FSC GD, FSC AC and its subsidiaries and who is not under any duty of confidentiality or secrecy in relation thereto;

8.6.4. is required to be disclosed by law or order of a court of competent jurisdiction or recognized stock exchange or government department or agency provided that prior to such disclosure the Service Provider consults with the Managing Director of FSC GD



as to the proposed form nature and purpose of the disclosure.

8.7. The confidentiality restrictions shall survive the termination of the entire Service between the Parties and shall be in addition to any restrictions imposed on the Service Provider by any contract, statutes, guidelines or standards and policies.

8.8. If the Service Provider receives a request for information from an FSC member, it must promptly advise that FSC member to contact the FSC Information Officer at information.officer@fsc.org

The Service Provider agrees to disclose promptly any and all information needed to the Information Officer by ensuring an immediate collaboration to meet timelines.

9. Term, Termination or the Agreement & Consequences of Termination

9.1 The Agreement shall be effective for the Term of Agreement, subject to extension by mutual agreement or earlier termination pursuant to this Section 9.

9.3. Either Party may terminate the Agreement with immediate effect for important reason by providing written notice.. An important reason for FSC GD may especially be assumed:

9.3.1. if this is deemed necessary to maintain the credibility, reputation, good name or any

other important asset of FSC GD, FSC AC or its further subsidiaries, or associated organizations of the FSC GD or of the FSC Certification Scheme or of the FSC Network;

9.3.2. if the Service Provider is incompetent, guilty of gross misconduct and for persistent negligence or dishonest in the provision of the obligations of these GT&C;

9.3.3. if the Service Provider engages with any Third Party which may directly or indirectly discredit or damage or permit discrediting or damaging the reputation of FSC GD, FSC AC or its further subsidiaries or associated organizations.

9.4. Consequences of Termination. The termination of the Agreement, however caused, shall not affect the rights, obligations or liabilities of the Parties that have accrued prior to the date of termination. Payments, which have already been made by FSC GD, have to be refunded on a pro rata basis. All fees and expenses paid by FSC GD have to be refunded immediately in case the Agreement was terminated by FSC GD because of a breach of contract by the Service Provider.

10. Representation, Assignment & Subcontracting

10.1 Both Parties are independent contractors. The Service Provider shall make it clear in all dealings with Third Parties that he/she/it is not an

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agent of the FSC GD and has no authority to represent, bind or commit FSC GD in any way.

10.2. The Parties agree that FSC GD shall be authorized at any time to assign its rights and obligations partially or entirely to FSC AC or a wholly owned subsidiary of FSC AC by informing the Service Provider.

10.3. The Service Provider shall not be authorized to assign, subcontract or delegate its rights and obligations according to these GT&C to Third Parties, unless agreed by FSC GD in writing in advance.

11. FSC GD-furnished Items, etc.

In the event that FSC GD furnishes or has a Third Party furnish any items to the Service Provider for the purpose of the Services, such items shall remain the property of FSC GD or its designees. The Service Provider shall keep such items with the care of a good custodian and use such items solely for the performance of the services for which such items are furnished. FSC GD shall pay any duty or tax levied for such items in Germany, if it is applicable. The Service Provider shall return such items to FSC GD or its designees upon FSC GD's request in the same condition as furnished to the Service Provider, reasonable wear and tear excepted.

12. Severability



12.1. Should any provision of these GT&C or any provision incorporated into or amended to the Purchase Order in the future prove to be invalid, unenforceable, or contain an omission, such invalidity shall not affect the validity or enforceability of the remaining provisions.

12.2. The invalid or unenforceable provision shall be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. In case of an omission, a suitable and equitable provision shall be deemed to have been agreed upon which reflects what the Parties, in the light of the economic intent and purpose of these GT&C, would have agreed upon if they had considered the matter.

13. Waiver

The failure by either Party, at any time, to enforce any of the provisions of these GT&C or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of these GT&C. The waiver of default by either Party shall not be deemed a continuing waiver or a waiver in general, but shall apply solely to the instance and/or the

provision on these GT&C to which such waiver is directed.

14. Force Majeure

14.1. For the purpose of this section 'Force Majeure' means any circumstances not reasonably anticipated at the date of the Purchase Order and not within the reasonable control of the Parties individually or collectively including, without prejudice to the generality of the foregoing, strikes, lockouts, shortages of labour or raw materials, terrorist attacks, civil commotion, riot, sabotage, acts of public enemy, governmental action, revolution, invasion, war, threat of or preparation for war, political unrest, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural physical disaster.

14.2 If at any time, during the Term of the Agreement, the performance by either Party individually (or collectively), in whole or part of any obligation under the Purchase Order is prevented or delayed by Force Majeure, the so affected Party shall be relieved of liability for failure to perform or for delay in performance towards the other Party, provided that:

14.2.1. the so delayed Party promptly notifies the other Party thereof, specifying the matters constituting Force Majeure, and

14.2.2. provides evidence, as reasonably possible, of such

circumstances in verification thereof, and

14.2.3. specifies the period for which it is estimated that the prevention or delay will continue.

14.3. For the avoidance of doubt, the non-compliance with the obligations stated in Section 14.2. disentitles the noncompliant Party to invoke this Section.

14.4. The Party affected by the Force Majeure nevertheless shall use its best efforts to resume full performance of its obligations under the Purchase Order at the earliest possibility. If the Force Majeure continues for a period of two (2) months or more following notification, the Party not affected by the Force Majeure may terminate the Purchase Order by giving not less than thirty (30) days prior notice to the other Party. In such case, and in accordance with Section 9.4, payments, which have already been made by FSC GD, shall be refunded on a pro rata basis.

14.5 The notice of termination shall be of no effect if the Party affected by the Force Majeure resumes full performance of its obligations before the termination becomes effective.

15. Law & Jurisdiction, ADR

15.1. The PO including these GT&C are construed in accordance with and shall be



governed and interpreted by the laws of Germany.

15.2. The Parties shall settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to the Agreement, including breach and termination of these GT&C.

15.3. Should such negotiations fail, any disputes shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. (www.dis-arb.de) without recourse to the ordinary courts of law. § 1059 ZPO (German Civil Law Procedure) will remain unaffected, which means that an arbitral award may only be challenged by application for judicial annulment within three (3) months, justified with the reasons mentioned in § 1059 ZPO.

15.4. The place of arbitration shall be Bonn, Germany. The arbitration tribunal shall consist

of one (1) arbitrator. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English.

16. Miscellaneous

16.1. It is agreed that all terms and conditions of the Purchase Order shall apply exclusively and that the Parties will not be bound to any potentially existing and contradicting general terms and conditions in use by the Service Provider. The terms and conditions of these GT&C shall in any case prevail. § 305b BGB (German Civil Code), that states that individual contractual agreements have priority over general terms and conditions, remains unaffected.

16.2. Either Party shall in all respects comply with any and all applicable laws, regulations and orders of governmental authorities and agencies of Germany and other countries having jurisdiction.

16.3. In the event that an error or mistake is identified in a

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Purchase Order or related documentation, FSC GD reserves the right to cancel the affected Purchase Order, in whole or in part, without undue delay. FSC GD shall not be liable for any costs, losses, or damages arising from or related to such cancellation.

16.4. FSC GD has the right to unilaterally change the content of these GT&C, insofar as these changes are only made for compelling reasons, including new technical developments, new case law or legislation, or other relevant events, provided such changes are reasonable. FSC GD will notify the Service Provider in text form regarding any changes to these GT&C, if the change happened during the Term of the Service. The change becomes an integral part of these GT&C if the Service Provider does not object to FSC GD in writing within six (6) weeks after receiving notice. If the Service Provider objects the new GT&C, FSC GD reserves the right to terminate the Agreement with the Service Provider.