

WOOD CERTIFICATION PRIVATE LIMITED, certification body, having its registered offices at 507, Pragati Tower, 26, Rajendra Place, New Delhi-110008 (INDIA), hereinafter referred to as WOODCERT, hereby agrees to M/S _____ (Client Name) having its Plant Address at _____ hereinafter referred to as the client, to certify the client's at _____ No. of Sites _____ against the Certification Scheme _____ on the conditions of this certification agreement.

As per the requirements of ISO 17065:2012 and certification scheme, Woodcert is required to have a legally enforceable agreement for the provision of certification activities with its clients.

1.0 Requirements

- a) The client shall fulfill the certification requirements, including implementing appropriate changes when they are communicated by WOODCERT.
- b) If the certification applies to ongoing production, the certified product continues to fulfill the product requirements.
- c) The client shall make all necessary arrangements for
 - 1) The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors
 - 2) Investigation of complaints
 - 3) The participation of WOODCERT observer's, accreditation board members or any other, if applicable;
- d) The client shall make claims regarding certification consistent with the scope of certification
- e) The client does not use its product certification in such a manner as to bring the WOODCERT into disrepute and does not make any statement regarding its product certification that the WOODCERT may consider misleading or unauthorized.
- f) Upon suspension, withdrawal, or termination of certification, the client shall discontinue using certification Certified status from of all advertising that contains any reference to certification. Client shall comply to all action as required by the certification scheme. Client shall return all certification documents within 10 days of such notification.
- g) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- h) In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the WOODCERT and/or as specified in this certification scheme.
- i) The client shall comply with requirements that are prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- j) The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and action taken and makes these records available to the WOODCERT when requested, and
 - 1) The client shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification
 - 2) The client shall document the action taken.
- k) The client shall inform the WOODCERT, without delay, of changes that may affect its in ability to conform with the certification requirements.eg.
 - the legal, commercial, organizational status or ownership
 - Organization and management (e.g. key managerial, decision-making or technical staff),
 - modifications to the product or the production method,
 - contact address and production sites,
 - Major changes to the quality management system.

2.0 Scheme specific requirements:

- For RMCPCS scheme additional certification requirements are defined in PCP-23 RMC Protocol and are publically available on our web site (www.woodcert.com/documents.html) for reference and perusal.

Issued Date 01.03.2020	Rev. No: 00	Page 1 of 3	FT-23
-------------------------------	--------------------	--------------------	--------------

3.0 Rights and Duties of the Applicant / Certified organization

The applicant/ certified organization shall commit to fulfill continually the requirements of certification set by WOODCERT for the scope for which certification has been granted including adapting changes in requirements for certification as and when communicated

- (a) When requested the applicant / certified organization shall cooperate with WOODCERT in the fulfillment of the requirements for certification. This shall apply to all locations included in the certification
- (b) The applicant / certified organization shall provide access to information, documents and records as necessary for granting certification and maintaining certification
- (c) Certified organization shall allow the personnel from the accreditation body (e.g. QCI) access to their sites and shall provide access to information, documents and records when requested by WOODCERT
- (d) The certified client shall claim certification only with respect to the scope for which certification has been granted
- (e) The certified organization shall not use its certification in such a manner as to bring WOODCERT into disrepute
- (f) The applicant / certified organization shall pay fees as determined by WOODCERT
- (g) The applicant / certified organization shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related
 - i) Its legal, commercial or ownership status
 - ii) The organization, top management & key personnel
 - iii) Resources and premises
 - iv) Scope of certification
- (h) Other such matters that might affect the ability of the certified organization to fulfill requirements of certification
- (i) The applicant/certified organisation shall comply with all the requirements, restrictions or use of WOODCERT's name and Certification Mark and on the ways of referring to the certificate granted.
- (j) Clients have the right to appeal, complaint to/against WOODCERT for valid issues as defined in the public document.
- (k) Client has the right to information on applicable fees and charges.
- (l) The Client agrees to fulfil the requirements and provisioning for Special, surprise and short notice visits as required by specific applicable scheme.

4.0 Obligations of WOODCERT

- (a) WOODCERT shall make publicly available information about the status of certification that it has granted the certified organization. The information shall be updated regularly. The information shall include the all information as applicable to the scheme's requirement.
- (b) WOODCERT shall give due notice of any changes to its requirements for certification. It shall take into account the views expressed by interested parties before deciding on the precise form and the effective date of the changes. Following a decision on, and publication of, the changed requirements it shall verify that each certified client carries out necessary adjustments

5.0. GENERAL TERMS AND CONDITION

(a) Termination- The client and WOODCERT shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to WOODCERT all the dues up to date of termination. WOODCERT, shall charge a termination fee of 15% of the value of the agreement and this is in addition to the dues that are payable to WOODCERT. All reimbursable are payable at the end of said 30 days period.

(b) Confidentiality- WOODCERT shall not disclose any, except for information that client makes publicly available about the client or individual to a third-party including accreditation board etc. without the written consent of the client or the individual concerned. If WOODCERT is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.

Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.

Issued Date 01.03.2020	Rev. No: 00	Page 2 of 3	FT-23
-------------------------------	--------------------	--------------------	--------------

CERTIFICATION AGREEMENT

(c) Force majeure-Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

(d) Law & disputes-The agreement for certification between WOODCERT and client shall be governed by prevailing law in India. Any dispute arising in connection with the agreement, which cannot be settled by private negotiations between the parties, shall be referred to arbitration as per the Indian Arbitration and Conciliation Act, 1996 subject to Delhi jurisdiction. The decision of the arbitration shall be binding for the both parties

(e) Access to the client site: The client, at the request of WOODCERT, shall permit access to their sites and records for WOODCERT's auditors and authorized personnel on behalf of the accreditation body to which WOODCERT is accredited. The same shall be communicated to the client in advance.

(f) Agreement Period: This agreement comes to force on and remains in the force until the expiry of the certificate, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

(g) Liability: WOODCERT' shall not be liable to organisation, to any customer of organisation or to any other person for injury, damage, financial loss, loss of profits or any other impact resulting directly or indirectly from purchase, manufacture, sale, use, lease or any other use of certified products/ processes/ services resulting directly or indirectly from certification assessment and/or auditing processes, expected results and/or WOODCERT's activities or in-activities during the validity of this agreement and organisations certificate.

(h) Appeal, complaints and disputes refer to publicly available information on website [\(Link to be provided\)](#)

Signed by Authorized Representatives of WOODCERT and the Client Organization

For WOOD CERTIFICATION PRIVATE LIMITED

For the client:

Date: _____

Date _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Designation: _____

Designation: _____

Company Seal

Company Seal