SECTION A

Interface NRM Ltd Terms & Conditions

1 General

Interface NRM Limited Company number 04615780, whose registered office is at E-Innovation Centre, Priorslee, Telford, Shropshire TF2 9FT ("Interface") offers third party certification, verification and validation services ("Services") in order for prospective and existing Clients to be able to demonstrate conformity of Management Systems to customers and end-users.

Interface appointed Vireo (hereinafter both referred to as Certification Body) as exclusive partner for all certification services and assessments of the Client's System, in accordance with the Accreditation Body's rules and procedures and Interface's management system requirements.

2 Scope of Contract

This document, together with the application for quote, the quotation document, (when accepted and signed by the Client by whatever means including in accordance with clause 28) and the terms of use of the Interface logos and certification marks ('Terms of Use") shall form the terms and conditions of Contract between the parties ("the Contract").

2.1 Condition, schedule and paragraph headings shall not affect the interpretation of this Contract.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2.3 Words in the singular shall include the plural and vice versa.

2.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.5 A reference to writing or written includes fax and e-mail.

2.6 Where the words include(s), including or in particular are used in this Contract, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2.7 Any obligation in this Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2.8 References to conditions are to the conditions of this Contract.

2.9 This document describes the rights, responsibilities and duties of Interface, and the business or organisation, as identified in the Contract (the "Client"), whose System(s) ("System"- shall mean the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) (the "Standard")) has been or is to be Certified, Verified or Validated ("Certified" - shall mean a System is in operation and subject to a valid certificate of conformance ("Certificate") by Interface to the Standard.

2.10 The Certificate awarded by Interface covers only those services or product manufactured and/or supplied strictly within the scope of the Client's System as Certified by Interface.

2.11 The Client remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify Interface from any claim, liability and all defect, loss, cost, expense arising out of or in connection with the said products, services or System.

2.12 "Relevant External Bodies" shall mean those accreditation bodies such as UKAS for ISO and PEFC, and ASI for FSC; scheme owners such as FSC, PEFC and VRAC; standard-setting organisations such as ISO, FSC, PEFC and VRAC; and other certification or verification scheme bodies relevant to the Services being provided by Interface, and excludes any other governmental, regulatory or public authority unless expressly identified.

2.13 Application of these Conditions

These Conditions shall:

(a) apply to, and be incorporated into the Contract, and;

(b) prevail over any inconsistent terms and conditions contained in or referred to in the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.14 The Client's purchase order, or the Client's acceptance of a quotation for Services by Interface, constitutes an offer by the Client to purchase the Services specified in it on these Conditions. No offer placed by the Client shall be accepted by Interface other than:

2.15 (a) by a written acknowledgement issued and executed by Interface; or

2.16 (b) (if earlier) by Interface starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.17 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Interface unless in writing and signed by a duly authorised representative of Interface.

2.18 The Client's order for the Services stipulates the duration of the Contract, which shall continue (unless terminated in accordance with the terms of the Contract, for whatever reason) to roll in to a new 12 month contract period, until such time as a minimum of 90 days' notice is provided by either Interface or customer prior to the initial contract end date or one of the rolling 12 month contract period end dates.

2.19 Interface may apply changes or additional terms, conditions and provisions to this Contract upon 30 days advance written notice to the Client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days the Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition then it shall not become part of the Contract. All the terms, conditions and provisions of this Contract will continue to apply during the Contract and any extension of it. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.

3 IP Rights and Licenses

3.1 The Certification Body intellectual property rights, titles and interests in all service mark(s), trademark(s), certification mark(s) other names or logos, copyright works and inventions remain the property of Certification Body and cannot be sold or licensed by the Client.

3.2 Interface shall award a license to the Client to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available on request.

3.3 The Certification Body will audit the use of logos and/or marks. The Certification Body reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates, and audit documentation at any time in the event of noncompliance with the Terms of Use or should the Contract be terminated, for whatever reason.

3.4 Intellectual property rights, titles and interests in all service mark(s) trademark(s), other names or logos and copyright works belonging to organisations which formally approve the Certification Body to offer the Services or organisations working on their behalf (the Relevant External Bodies) shall remain the property of the respective organisations.

3.5 Use of the service mark(s), trademark(s), other names or logos and copyright works described in Clause 3.4 are governed by Standards and rules which are available from the Relevant External Bodies or the Certification Body. In the case of verification or validation of environmental information, the client shall not use the environmental information statement, opinion, report, marks, logos or labels in a manner that could mislead intended users or impair the reputation of Interface NRM, Vireo Srl or Relevant External Bodies. Use of the the Certification Body logos and/or certification, verification and validation claims are governed by the policies and requirements contained in the "Use of Interface Logos, Certification, Verification and Validation claims" document.

3.6 All claims and uses of the Relevant External Bodies' service mark(s), trademark(s), other names or logos and copyright works must be in compliance with the requirements of the relevant Standards and rules.

3.7 The Client acknowledges the title of the Relevant External Bodies' intellectual property rights and that the Relevant External Bodies shall continue to retain full ownership of the intellectual property rights as belonging to, and in the ownership of the Relevant External Bodies, and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.

3.8 The Certification Body reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark and intellectual property rights of the Relevant External Bodies.

4 Obligations of Interface

4.1 Interface will appoint Vireo as exclusive partner for all certification services and assessments of the Client's System in accordance with the Relevant External Bodies' rules and procedures and Interface's management system requirements.

4.2 The Certification Body will ensure that audit and assessment services are delivered at a frequency determined by Interface in order for Interface to maintain confidence in the continued conformity and effectiveness of the System.

4.3 The Certification Body will issue audit and non-conformance reports, if appropriate, after each audit activity.

4.4 Interface will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of the Certification Body.

5 Obligations of the Client

5.1 The Client agrees to conform to all applicable certification requirements and comply with any conditions set by Interface for the issue of a Certificate and/or environmental statement and also to conform with all or any conditions set by the Relevant External Bodies or Interface for granting or maintaining certification and recognises that the Certification Body and its Relevant External Bodies have clear and explicit rights to revise the requirements of certification within the period of validity of the certificate/statement including the revision of costs and fees.

5.2 The Client agrees that the Certification Body shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of the Certification Body as specified in its Relevant External Bodies' contracts, or are reasonably considered by the Certification Body to have the potential to bring the Certification Body or the Relevant External Bodies into disrepute.

5.3 The Client consents to the Certification Body using outsourced resources in the delivery of its obligations appertaining to this Contract.

5.4 The Client agrees to disclose current or previous application or certification relevant to the Service provided within the last five years;

5.5 The Client shall ensure that its System complies with the current versions of the rules, regulations, and Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of the Relevant External Bodies, or from Interface or from the Standards issuing authority as applicable.

5.6 The Client agrees to undergo regular audits as determined by the Certification Body in accordance with the relevant standard / scheme requirements, and must provide the Certification Body with reasonable cooperation and assistance and allow the Certification Body access to all premises, documentation and information deemed necessary by Interface to verify the maintenance of the System.

5.7 The Client agrees that specified information is complainted, as indicated in applicable standards and normative documents.

5.8 The Client agrees to making claims regarding certification consistent with the scope of certification and not making any claims of conformity (or near conformity) with Standard(s) requirements until and unless certification is granted;

5.9 The Client agrees to, and shall make necessary arrangements for, the participation of observers where required by the Certification Body or a Relevant External Body.

5.10 The Client agrees that:

a. The Certification Body or its Relevant External Bodies have the right to undertake unannounced or short-notice audits.

b. The Certification Body and its Relevant External Bodies may conduct witness assessments and/or require additional surveillance or assessment activities based on the risk associated with the Client's Certificate scope, System or location.

c. Additional surveillance visits, as deemed necessary by the Certification Body, will be charged at Vireo's rates current at the time of supply of such services.

d. 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.

e. Relevant External Bodies may conduct compliance assessments and the Client shall close any findings identified as a result of such assessments within the specified timeframe.

f. They shall provide the Certification Body and Relevant External Bodies with reasonable access to confidential information, documentation, equipment, locations, areas, personnel and outsourced service providers as reasonably necessary for the purposes of delivering, witnessing, assessing or overseeing the Services, subject to applicable confidentiality requirements. (For FSC certification, this shall include the right of the Certification Body to access records relating to non-FSC materials and products where such information is relevant to confirming the Organisation's conformity with the applicable certification requirements.)

5.11 The Client recognises that:

a. Initial Certification will only be granted once all non-compliances are corrected.

b. On-going certification is reliant on continued compliance with the Standards rules and regulations of the Relevant External Bodies, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of the Certification Body in the specified time periods.

5.12 The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the Certification Body when requested, and:

a. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements of certification.

b. documents the actions taken.

5.13 The Client shall inform the Certification Body without undue delay and, in any event, within 10 days of any significant changes to its product(s), services, resources, management system or any other circumstances, which may materially impact on the continued validity of its certification, for example but without limitation: change of site, additional sites, change of process, change of ownership, change of scope. In such circumstances the Client shall agree to the payment of any applicable additional fees and expenses deemed necessary for the Certification Body to assess the impact and maintain confidence in the System.

5.14 For the purposes of the provision of the Services, the Client shall allow Relevant External Bodies or their representatives access to any part of the audit or process reasonably necessary for the purposes of observing the Certification Body's audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right of access to confidential information, examination of documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients.

5.15 The Client shall not refuse, obstruct or otherwise prevent access requested by the Certification Body or a Relevant External Body, or its representative, where such access is required for the purposes set out in Clause 5.14, subject to any applicable legal or regulatory restrictions.

5.16 The Client agrees, that the the Certification Body has the right to use information which is brought to its attention, to follow up on misuses of the scheme trademarks and of the intellectual property rights held by Certification schemes.

5.17 The Client agrees that information relating to its certification and scope of certification can be made publicly available by the Certification Body and the Relevant External Bodies.

a. The Client consents to the Certification Body providing information relating to its certification, including information relating to the scope and status of certification, to Relevant External Bodies where required for the purposes of administering, monitoring, overseeing or maintaining certification or the applicable certification scheme.

5.18 The client agrees to inform the Certification Body, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

5.19 A special audit may be necessary in the event that the Certification Body becomes aware that there has been a serious incident related to occupational health and safety, product/service safety or environmental management. Information on incidents such as a serious accident or serious breach of regulation may result in a suspension or withdrawal of the certification where it can be demonstrated

that the system seriously failed to meet certification requirements.

5.20 The Client shall declare to the Certification Body any activity which may create a conflict of interest in relation to its Certified System.

5.21 The Client agrees that the the Certification Body has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the sole opinion of the The Certification Body , could affect the outcome of its evaluation.

6 Suspension or withdrawal of certification

6.1 Where it considers it appropriate, The Certification Body may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as The Certification Body may reasonably specify before the suspension or withdrawal takes effect.

6.2 If The Certification Body 's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, The Certification Body shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

6.3 The Client shall be liable to pay to The Certification Body , on demand, all reasonable costs, charges or losses sustained or incurred by The Certification Body (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's use of generative artificial intelligence tooling or technologies which impact upon the provision of the Services, fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to The Certification Body confirming such costs, charges and losses to the Client in writing.

6.4 The Certification Body shall be entitled to suspend or withdraw the Client's certification on 7 days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of The Certification Body:

a. the client is not in conformity with the conditions specified for maintenance of certification.
b. the Client's acts, omissions or conduct bring or may bring The Certification Body, the Relevant External Bodies or associated Standards into disrepute.
c. the Client represents, promotes or advertises any products or Systems which are outside the scope of its Certificate as Certified by Interface;
d. the Client makes fraudulent misrepresentation or provides The Certification Body with any inaccurate or misleading information, which is not corrected within three working days or immediately on being notified by The Certification Body;
e. the Client is in material breach of any term of this Contract; or
f. the Client fails to maintain or demonstrate an effective System such that the confidence in the Certificate is adversely affected.

6.5 In the event of The Certification Body 's reduction, suspension or withdrawal from the scope of accreditation or inability to continue to supply certification accredited by the respective Relevant External Bodies, The Certification Body will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope will be suspended within six (6) months after the date of the reduction, suspension or withdrawal. Unless the affected certification is transferred to an accepting The Certification Body or expired.

6.6 In the absence of The Certification Body ’s action to terminate the certification, the Relevant External Bodies reserve the right to declare the certification of the affected organisation as terminated.

6.7 On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks, or to sell any products previously labelled or marked using trademarks associated with The Certification Body and the Relevant External Bodies or to make any claims that imply that they conform with the requirements for certification and

6.8 The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by The Certification Body) of the withdrawal or

suspension taking effect and maintain records of that advice.

6.9 The Client shall, as requested by The Certification Body, either destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect or return all such certification to The Certification Body.

6.10 The Client shall also cooperate with The Certification Body and Relevant External Bodies to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its directors.

7 Appeals and Complaints

Clients wishing to complain or appeal about the decisions of The Certification Body shall do so in accordance with the The Certification Body Appeals and Complaints Procedure which may change from time to time and are posted on the Interface website (www.interface-nrm.co.uk, www.vireocert.com) or are available on request.

8 Materiality (Basis of opinion)

The Certification Body conducts its audit activity through a sampling process to determine if the System meets the Standard(s.) Any statement of conformity issued by The Certification Body in the form of reports, Certificates or other communications is based on these sampling processes. The Certification Body does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard. The Client undertakes to make all customers and end users aware of the foregoing provisions of this Clause. The Certification Body accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

9 Terms and Conditions

This Contract between Interface and the Client, together with the Contract between Vireo and the Client and with the Proposal for Certification, constitutes the sole obligations to be undertaken by the Certification Body, and the sole rights and remedies of the Client.

10 Client Warranty

10.1 The Client hereby warrants and covenants with The Certification Body that it will at all times during the subsistence of the Contract comply with all reasonable requirements necessary for the assurance of the Certificate including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory, other competent authority, or such other reasonable requirements of The Certification Body as are necessary to enable the Certificate to be issued and maintained in force in accordance with the standards reasonably expected of accredited or competent certification.

10.2 The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to The Certification Body for the purposes of the Contract, both at the time of supply and subsequently. The Client further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify The Certification Body of this as soon as it becomes aware of it.

11 Services Fees

11.1 Services Fees are quoted (and amended from time to time) for services agreed to be supplied pursuant to the Contract ("Services Fees") on the assumption that the information supplied by the Client was accurate and complete. Costs and audit times for audits are based on a formal Application Review.

11.2 Services Fees include the cost of audit services and, where agreed, the Relevant External Bodies' logo(s).

11.3 Expenses and disbursements may be charged separately in accordance with the quoted terms.

11.4 Any service required or supplied additional to the agreed services will be charged at Vireo's rates current at the time of supply of such services.

11.5 Service Fees may be reviewed and amended from time to time, normally but not exclusively on an annual basis, and in the event of a review and amendment, The Certification Body will provide 90 days' notice. The fees collected for and on behalf of Relevant External Bodies will be collected in accordance with the requirements of their respective terms copies of which are available upon request.

11.6 Payment is due as per the stated terms on the invoice. Payment shall be made in full, without set off or deduction.

11.7 In the event that any payment is not made when due, The Certification Body reserves the right to charge interest (at the statutory rate on commercial debts then applicable) from the due date until payment in full, and/or suspend the provision of all Services and/or terminate the Contract (including suspension or withdrawal of the Certificate), without prejudice to The Certification Body's other rights and remedies.

11.8 All fees and expenses quoted are exclusive of all taxes including but not limited to value added or sales tax, which will be charged at the current rate of the Country in which the services are supplied.

12 Postponement (recovery of administrative costs)

If the Client postpones all or part of the services with less than 20 working days' notice, The Certification Body reserves the right to charge all or part of the Services Fee and any expenses and costs already incurred (hotels, travel tickets etc.) where the costs and resources cannot be defrayed.

13 Cancellation

Should the Client wish to cancel or withdraw from the Contract and without prejudice to The Certification Body's other rights and remedies hereby reserved, Vireo, on behalf of Interface, shall charge and be entitled to recover any costs already incurred (hotels, travel tickets etc.) and the full fee for any services already communicated to the client and to be delivered within 90 days of notice to cancel. There are no other cancellation fees and clients can cancel at any time.

14 Termination

14.1 Either party may terminate the Contract:

By notice:

Either party may give written notice to the other and the Contract shall terminate immediately, within the provisions of clause 13 above.

By default:

a. Immediately upon either party being notified in writing by the other of any material breach of this Contract and the material breach, not being remedied within 14 days from the date of receipt of said notification.

b. If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof.

c. If either party ceases to trade, whether in whole or in part.

14.2 In the event of the Contract being terminated for any reason (except in the case of material breach by The Certification Body) the Interface Certificate issued pursuant hereto shall immediately become invalid and the Client shall cease to be entitled to use the same or any logo or mark of Interface and its Relevant External Bodies and shall destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s) , other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect and the Client shall immediately pay to The Certification Body (whether properly demanded or not) all of The Certification Body's outstanding unpaid invoices and interest in respect of Services.

14.3 The Client shall confirm in writing that these obligations have been met and shall provide full co-operation to enable The Certification Body and the Relevant External Bodies to carry out any verification activities necessary.

15 Liability

15.1 Subject to Clause 15.2 below the aggregate liability of Interface, or its respective offices, representatives and employees, to the Client for all direct loss in contract, tort or otherwise arising out of or in connection with this Contract shall be limited to 150% of the payments due by the Client to Interface within the calendar year of the date that such liability arises.

15.2 Except in respect of death or personal injury caused by negligence of The Certification Body or fraudulent misrepresentation in respect of which liability shall be unlimited, The Certification Body shall not be liable to the Client for any loss of profit (whether direct or indirect), contracts or goodwill, loss or corruption of data or for any indirect, special or consequential loss or damage or any other claims for compensation whatsoever which arise out of or in connection with performance or non-performance of the Contract by The Certification Body.

16 Indemnity

16.1 The Client shall fully and effectively indemnify The Certification Body and keep The Certification Body indemnified against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:

a. The use or misuse by the Client of any Certificate, license, logo, service mark or trademark provided by The Certification Body in accordance with the contract;
b. Any breach of the Contract by the Client;
c. Illness, injury or death to any personnel of The Certification Body, the Client, its subcontractors, suppliers or customers, together with any of their employees, agents or directors whilst on the client site or premises other than where due to the negligence of The Certification Body; and;
d. Damage to or loss of property or equipment owned, leased or used by The Certification Body (except to the extent that The Certification Body has liability under the immediately preceding Clause (Liability) whilst on Client sites;

16.2 The Client hereby acknowledges that a breach, default, non-compliance or non-observance by it of its duties and obligations owed under the Contract or otherwise may result in The Certification Body being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that The Certification Body will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, noncompliance or non-observance by the Client of its duties and obligations owed.

16.3 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the provision of the Services by the indemnifying party, its employees or agents, and arising from breach of Data Protection Legislation, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be, in the case of Interface, subject to the limits set out in Condition 15 of the Contract.

17 Force Majeure

Interface shall not be liable in any respect should it be delayed or prevented from discharging its obligations under the Contract as a result of any matter beyond its reasonable control ("Force Majeure") and the time for performance shall be extended by the period of Force Majeure.

18 Confidentiality

Except as may be required by law or required by the Relevant External Bodies, The Certification

Body and the Client will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the Contract, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

19 Data Protection Legislation

19.1 Interpretation and definitions for the purposes of this clause

Shared Personal Data.

This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of The Certification Body in connection with the Services.

The Certification Body and the Client shall apply with their data sharing obligations as set out as follows:

Agreed Purposes: The supply of Services by The Certification Body to the Client in accordance with these Conditions.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with these Conditions, and the professional advisors of The Certification Body or Client and as required by law.

Pseudonymisation or Pseudonymised: replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person to whom the data relates cannot be identified without the use of additional information which is meant to be kept separately and secure

Shared Personal Data: the personal data to be shared between the parties under clause Shared Personal Data shall be confined to the following:

any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Special Categories of Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

Special Categories of Personal Data: information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual

orientation, biometric or genetic data

19.2 Effect of non-compliance with Data Protection Legislation

Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

Particular obligations relating to data sharing

Each party shall:

(a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

(b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

(c) process the Shared Personal Data only for the Agreed Purposes;

(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

(f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

(g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

19.3 Mutual assistance

Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

(a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

(b) promptly inform the other party about the receipt of any data subject rights request;

(c) provide the other party with reasonable assistance in complying with any data subject rights request;

(d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

(e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

(f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

(g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;

(h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 19.3, and allow for audits by the other party or the other party's designated auditor; and

(j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

20 Law

All matters arising out of or in connection with this Contract shall be governed in accordance with English Law and the parties submit to the jurisdiction of the English Courts or any Court of competent jurisdiction as determined by Interface.

21 Warranty

21.1 The Certification Body warrants that it will provide the Services with reasonable care and skill.

21.2 Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.

22 Waiver of Remedies

Any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder shall not operate as a waiver of any breach or default by the other party. A right under this Contract may only be waived if in writing and signed by an authorised representative.

23 Entire Agreement

23.1 This Contract (as defined in Clause 2.1) supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter.

23.2 Interface reserves the right to make variations to this Contract, by giving the Client not less than fourteen (14) days' notice of the variation, with the Contract as varied applying immediately on the expiry of such notice.

23.3 In the event that the Client wants to make variations to the Contract, it shall address all requests for such variations to Interface in accordance with clause 26 hereof. Interface shall then respond in accordance with clause 26, within 14 days of receipt of the correspondence as received from the Client, as to whether the suggested amendment to this Contract is agreed. All such rights as vested in Interface pursuant to this Contract shall remain reserved during this process and the Interface reserves the right to reject such suggested amendments without reason.

24 Assignment

Neither party shall assign the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

25 Invalidity and Severability

If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not

affect the other provisions of the Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

26 Headings

Headings and numberings of Clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

27 Notices

27.1 Any application, notice or any other communication, if it is made according to this Clause, shall be considered to be valid:

a. If it is sent by pre-paid first-class mail, the second working day as from the date of delivery;
b. If it is delivered in person, in the moment of delivery in the address specified in this Clause;
c. If it is sent by fax, in the date of transmission, provided that a copy confirming the notification is sent on the same working date by pre-paid first-class mail in the manner established in this Clause; or
d. If it is sent by e-mail, when received by the recipient in a legible way;

27.2 However, if the delivery is carried out in person or by fax or e-mail on a day that is not a working day, or after 2:00 p.m. on a working day, the notification shall be considered to be made on the following working day.

27.3 Any application, notice or any other communication, in the case that it is sent by mail, or delivered in person, or sent by fax, or sent by e-mail shall be addressed to the recipient using the contact details, which may change from time to lime, specified on the Interface web site (www.interface-nrm.co.uk), or on request, or in any other address that the recipient could have notified in writing to the sender.

28 Future Orders for Services

These terms and conditions shall apply to any future orders for the Services that you the Client may make.

SEZIONE B
CONTRATTO DI PRESTAZIONE DI SERVIZIO PER LA CERTIFICAZIONE FSC/PEFC

Tra

Tra **VIREO S.r.l.**, con sede in Padova, Piazza De Gasperi 41, 35131 Padova, p. i.v.a. 04435670288 (di seguito denominata Vireo) e il **CLIENTE**

Premesso che

a) Interface NRM (di seguito denominata Interface) e Vireo hanno una gestione comune e coordinata delle certificazioni FSC e PEFC.

Interface opera nel settore relativo alle certificazioni FSC e PEFC, avvalendosi della collaborazione di Vireo. Nello specifico, Vireo si occupa di porre in essere le attività di *main assessment*, di controllo e di gestione della certificazione in costanza del rapporto principale instaurato tra Interface ed il Cliente.

b) Interface, con sede in Telford, United Kingdom, è legittimata a rilasciare e mantenere le seguenti certificazioni:

- *Forest Stewardship Council*, denominata anche con l'acronimo FSC, la quale certifica che l'attività produttiva analizzata, finalizzata alla produzione e/o lavorazione di prodotti in legno, carta e loro derivati, è rispondente agli standard di catena di custodia stabiliti dall'ONG internazionale Forest Stewardship Council;

- *Programme for Endorsement of Forest Certification Schemes*, denominata anche con l'acronimo PEFC, la quale certifica la conformità agli schemi di catena di custodia internazionalmente stabiliti che stabiliscono la tracciabilità dei prodotti di origine forestale.

c) La prima attività di verifica svolta da Vireo presso l'Organizzazione viene denominata *main assessmen* (MA); tale verifica consiste nell'accertamento della conformità rispetto agli standard internazionali in base a quanto identificato nello scopo del certificato. A fronte di un esito positivo del MA, viene emesso un certificato di conformità; l'Organizzazione certificata è soggetta a verifiche periodiche di controllo per il mantenimento del certificato (dette sorveglianze, SV).

d) I certificati hanno una durata quinquennale salvo:

1) la riscontrata perdita di uno dei presupposti richiesti dagli standard internazionali per il mantenimento del certificato da parte del Cliente, comportante il ritiro del certificato rilasciato da Interface;
2) la risoluzione del rapporto contrattuale che lega Interface e/o Vireo con il Cliente.

e) Interface/Vireo è tenuta ad interrompere la validità della certificazione qualora decorra il termine quinquennale di certificazione e la stessa non sia rinnovata ovvero in presenza di una delle circostanze di terminazione anticipatamente al termine quinquennale come descritto nel punto d).

f) Scaduto il termine di durata quinquennale del certificato, nel caso in cui il Cliente volesse rinnovare il rapporto in essere ottenendo l'emissione di nuovo certificato avente le medesime caratteristiche di quello scaduto, verrà effettuata nuova attività di verifica per l'emissione di nuovo certificato di conformità; inizierà così un nuovo ciclo di certificazione.

g) Il Cliente, a seguito di dettagliata illustrazione della proposta commerciale e delle principali condizioni contrattuali dell'attività posta in essere da Interface anche attraverso la collaborazione di Vireo, intende stipulare contratto per il rilascio di certificazione FSC e/o PEFC.

Tutto ciò premesso, le Parti

STIPULANO

quanto segue.

Articolo 1 – Premesse

Le premesse fanno parte integrante del presente accordo.

Articolo 2 – Definizioni

1) **Standard qualitativi**: la versione più aggiornata degli standard FSC e PEFC.
2) **Scopo del Certificato**: identificato congiuntamente tra Vireo ed il Cliente, riporta i dati funzionali al rilascio della certificazione richiesta dal Cliente (a titolo esemplificativo e non esaustivo: tipologia di certificazione, sedi produttive e/o operative oggetto di verifica, eventuale presenza di terzisti nella realizzazione del prodotto nella linea produttiva).
3) **Trademark FSC**: logo, acronimo e nome per esteso: sono marchi registrati del Forest Stewardship Council A.C.
4) **Trademark PEFC**: logo, acronimo e dicitura *Programme for Endorsment of Forest Certification Schemes:* sono marchi registrati e coperti da copyright.
5) **Sedi o siti:** sede legale, sedi secondarie ed operative e qualsivoglia luogo fisico ove viene svolta dal Cliente attività rilevante ai fini del rilascio della certificazione FSC e/o PEFC.
6) **Main assessment**: prima ispezione, svolta da Vireo presso le sedi ed i siti del Cliente, per verificare la conformità agli standard di catena di custodia di cui al punto 1) del presente articolo, al fine di ottenere il rilascio della certificazione FSC e/o PEFC. In occasione dell'audit, Vireo svolgerà verifiche documentali, ispezioni dirette nelle sedi e nei siti e interviste con il personale aziendale. Eventuali contoterzisti, se previsto, potranno essere oggetto di controllo.
7) **Attività di verifica/audit**: ispezioni, svolte da Vireo successivamente al rilascio della certificazione FSC e/o PEFC, presso le sedi ed i siti del Cliente, per verificare la conformità dell'attività svolta agli standard degli schemi FSC e/o PEFC ai fini del mantenimento della certificazione. In occasione degli audit, Vireo svolgerà attività di verifica documentale, di ispezione diretta nelle sedi e nei siti del Cliente e interviste con il personale aziendale. Eventuali contoterzisti, se previsto, potranno essere oggetto di controllo.
   Il primo audit di sorveglianza sarà effettuato preferibilmente entro 9 (nove) mesi dal rilascio della certificazione mentre i successivi audit verranno svolti con cadenza annuale.
   Con il termine di sorveglianza, verifica o audit s'intendono altresì qualsivoglia ispezione o visita svolta da Vireo presso le sedi ed i siti del Cliente.
8) **Catena di custodia:** percorso seguito da materie prime, prodotti semilavorati, prodotti finiti e co-prodotti dalla foresta fino al consumatore o (nel caso di materiali di raccolta o di riciclo o di prodotti che li contengano) dal sito di raccolta fino al consumatore, includendo ciascuna fase di lavorazione, trasformazione, manifattura, stoccaggio e trasporto nella quale il passaggio alla fase successiva nella catena di fornitura comporti un cambiamento nella proprietà (indipendentemente dal possessore) dei materiali o dei prodotti.
9) **Non conformità:** difformità nei confronti di un requisito della versione più aggiornata degli standard di catena di custodia.
10) **TLA** (**Trademark license agreement):** contratto di licenza d'uso del marchio FSC.
11) **Quota FSC:** componente del costo annuale della certificazione che il Cliente è tenuto a versare a *Forest Stewardship Council* per il tramite di Vireo. La quota viene stabilita ed aggiornata dal *Forest Stewardship Council* e viene determinata in US $.
12) **Quota PEFC**: componente del costo annuale della certificazione che il Cliente è tenuto a versare a PEFC Italia per il tramite di Vireo. La quota viene stabilita ed aggiornata da PEFC Italia e viene determinata in euro.
13) **Sospensione della certificazione**: temporanea sospensione della certificazione da parte di Interface/Vireo in base al mancato rispetto degli standard di certificazione o in base al mancato pagamento a Vireo Srl delle quote di certificazione stabilite.
14) **Ritiro della certificazione**: terminazione della certificazione da parte di Interface/Vireo in base al mancato rispetto degli standard di certificazione o in base al mancato pagamento a Vireo Srl delle quote di certificazione stabilite.

Articolo 3 – Oggetto del contratto

Il presente contratto ha ad oggetto la regolamentazione dei rapporti giuridici tra Vireo ed il Cliente nell'ambito dell'attività tutta finalizzata al rilascio da parte di Interface ed al successivo mantenimento della certificazione FSC e/o PEFC in favore del Cliente.

Articolo 4 – Obbligazioni di Vireo

4.1. Vireo si impegna a porre in essere l'attività di *main assessment* in favore del Cliente. Più precisamente, al fine del rilascio della certificazione, Vireo svolgerà, in data concordata tra le parti, la prima visita ispettiva presso le sedi del Cliente rilevanti ai fini dell'attività di verifica, così come definite nello scopo della certificazione stessa.

4.2. Vireo, verificata la sussistenza dei presupposti per l'ottenimento della certificazione richiesta, comunicherà i relativi dati a Interface affinché quest'ultima provveda a rilasciare la relativa certificazione.

4.3. Vireo si impegna, per la durata del vincolo contrattuale, ad inoltrare richieste o comunicazioni che il Cliente dovesse e/o volesse portare all'attenzione di Interface. Parimenti Vireo si impegna, per la durata del vincono contrattuale, ad inoltrare richieste o comunicazioni che Interface dovesse e/o volesse portare all'attenzione del Cliente.

4.4. Vireo si impegna a porre in essere le verifiche annuali di controllo (c.d. audit, verifica o sorveglianza) in favore del Cliente presso i siti produttivi rilevanti ai fini del mantenimento della certificazione ed in base ai criteri stabiliti dagli standard FSC e/o PEFC.

Nello specifico tali verifiche verranno effettuate nei termini che seguono:

- prima verifica: preferibilmente entro nove mesi dalla data di rilascio della certificazione;

- successive verifiche annuali: ogni dodici mesi.

4.5. Vireo si impegna a gestire le pratiche amministrative necessarie al corretto mantenimento della certificazione nel periodo di vigenza del rapporto contrattuale tra Vireo ed il Cliente.

Articolo 5 – Obbligazioni del Cliente

5.1. Il Cliente si obbliga a corrispondere a Vireo il corrispettivo per l'attività posta in essere da quest'ultima, nei termini specificati nel seguente articolo 6.

5.2. Il Cliente si obbliga a fornire a Vireo libero accesso ai siti produttivi oggetto di certificazione, tanto nel corso dell'attività di *main assessment* quanto di verifica annuale. Parimenti il Cliente si obbliga a fornire a Vireo ogni documento e delucidazione richiesta e relativa alle attività sopra riportate, consapevole che, nel caso in cui frapponga ostacoli all'attività di *main assessment* o controllo, la certificazione non potrà essere rilasciata, mantenuta e/o rinnovata.

5.3. Il Cliente si obbliga a fornire a Vireo ogni documentazione richiesta da quest'ultima e relativa all'attività di amministrazione necessaria al mantenimento della certificazione richiesta, anche consegnando documenti relativi a eventuali soggetti terzi coinvolti, su incarico del Cliente, nelle produzioni oggetto di certificazione.

5.4. Il Cliente si obbliga a rispettare gli standard di catena di custodia FSC e/o PEFC, ed informare Vireo di qualsivoglia modifica alla catena di custodia e alla sua gestione.

5.5. Il cliente dà atto di aver letto e approvato il Certification Agreement con Interface NRM e si impegna al rispetto di tutte le condizioni ivi previste.

5.6. In caso di certificazione FSC, il cliente si impegna a compilare e sottoscrivere digitalmente il Trademark License Agreement (TLA) FSC, condizione necessaria per il rilascio della certificazione.

5.7. In caso di certificazione FSC, il cliente si impegna a compilare il questionario di "FSC Check" prima della verifica di main assessment svolta da Vireo. Il Cliente, inoltre, dichiara di essere consapevole che Vireo non potrà procedere con l'audit di *main assessment* e il rilascio del certificato qualora FSC valuti il risultato del questionario ad alto rischio. L'esito della compilazione del questionario "FSC check" non dipende da Vireo.

Articolo 6 – Corrispettivo

6.1. Il Cliente si impegna a corrispondere a Vireo, a fronte delle obbligazioni di cui al precedente articolo 4 ed in relazione alle prestazioni oggetto del presente contratto, gli importi descritti nella sezione ***Offerta economica e scopo***, presente a pagina 4 della Proposta inviata al Cliente, nei termini di seguito statuiti e salvo quanto stabilito ai seguenti commi 6 e 7 del presente articolo.

Si precisa che l'importo *de quo* non è comprensivo delle quote annuali FSC e/o PEFC le quali dovranno essere corrisposte dal Cliente a Vireo secondo le modalità ed i termini indicati nei seguenti commi 2 e 3 del presente articolo.

Si premette, inoltre, che l'importo di cui sopra non comprende il rimborso spese che dovrà essere riconosciuto a Vireo in relazione ai costi sostenuti per l'accesso ai siti produttivi in occasione delle attività di *main assessment* e di verifica annuale. Costi determinati secondo quanto disposto al successivo comma 4.

6.2. Se applicabile, il Cliente si impegna, inoltre, a corrispondere a Vireo l'importo relativo alla quota annuale FSC, così come definito nel documento FSC-POL-20-005 (consultabile sul sito di FSC Internazionale al link **FSC Document Centre**) in data contestuale all'effettuazione dell'attività di main assesment e di sorveglianza annuale.

La quota FSC è stabilita direttamente da FSC Internazionale. E' una componente del costo della certificazione che tutte le aziende certificate versano all'ente di certificazione che a sua volta le rimette a FSC Internazionale. Le quote FSC variano in base al fatturato aziendale derivante dalla vendita e/o lavorazione di prodotti di origine forestale, come stabilito nella policy FSC (FSC-POL-20-005) e sono espresse da FSC internazionale in USD ($). La conversione in Euro (€) viene effettuata nel giorno di emissione della fattura da parte dell'ente di certificazione; alla quota di conversione verrà applica una commissione del 2%, necessaria per la gestione dei pagamenti in valuta estera. Il tasso di conversione e la commissione verranno calcolati utilizzando il sito web www.oanda.com, così come indicato da FSC Internazionale. Come definito nella Policy, le quote verranno aggiornate annualmente da FSC Internazionale e, se necessario, saranno riviste sulla base delle fluttuazioni del tasso di inflazione a livello globale. Inoltre, le quote subiranno variazioni in caso di cambiamento della classe di fatturato e dello scopo del certificato successivamente al suo rilascio, cambiamenti che l'azienda certificata è tenuta a comunicare all'ente di certificazione. Verrà applicata una struttura tariffaria proporzionata al fatturato di ciascuna azienda, partendo dal fatturato preciso derivante dalla vendita di prodotti di origine legnosa, grazie all'identificazione di specifiche classi e quote e attraverso l'utilizzo di una formula matematica.

6.3. Se applicabile, il Cliente si impegna, inoltre, a corrispondere a Vireo l'importo relativo alla quota annuale PEFC (Quota supporto e promozione PEFC), così come definito nel documento scaricabile sul sito di PEFC Italia al link **Lettera informativa PEFC Prot**. La quota PEFC è una componente del costo della certificazione che tutte le aziende versano all'ente di certificazione, che a sua volta le rimette a PEFC Italia. Le quote PEFC sono stabilite da PEFC Italia, non dipendono dall'ente di certificazione.

Il pagamento della quota PEFC a Vireo da parte del Cliente dev'essere corrisposto in occasione del main assessment e annualmente dei successivi audit di sorveglianza.

Qualora PEFC Italia dovesse modificare unilateralmente, in corso di vigenza del rapporto contrattuale, la determinazione della quota annuale PEFC, il Cliente sarà tenuto a corrispondere a Vireo l'importo eventualmente necessario ad integrare la quota parte già corrisposta sino a quel punto.

6.4. Il Cliente si impegna, inoltre, a rimborsare le spese che Vireo sosterrà per l'attività di main assessment e di verifica annuale a titolo di trasferta nei termini qui indicati:

- rimborso chilometrico per trasferta calcolato secondo le tariffe determinate dal sito internet viamichelin.it;

- altre eventuali spese al costo (a titolo esemplificativo, pernottamento in albergo).

In caso di annullamento e riprogrammazione dell'audit da parte del cliente, le eventuali spese di viaggio già sostenute da Vireo Srl (es: prenotazione treno, aereo, albergo, etc.) saranno comunque addebitate.

6.5 IVA: Al costo totale della certificazione è da aggiungere l'IVA (22%).

6.6. Il corrispettivo dovuto potrà subire dei cambiamenti in caso di variazione dei costi per il rilascio e il mantenimento della certificazione, eventualmente disposti dall'ente Interface che la rilascia. In tal caso, Vireo darà comunicazione scritta con 3 mesi di preavviso e la variazione può applicarsi solo dall'anno successivo all'avvenuta comunicazione. Le quote per il mantenimento del certificato possono inoltre subire variazioni durante il periodo di validità del certificato in base alle esigenze di audit e in ottemperanza alle procedure FSC. Le situazioni che possono comportare variazioni sono: aumento del numero di contoterzisti coinvolti in produzioni FSC, inclusione di altri siti (produttivi e non) nello scopo del certificato.

6.7. In caso di extra audit resisi necessari per verificare la sussistenza di difformità rispetto agli Standard e/o per l'adozione di sostanziali modifiche nello scopo del certificato (es: nuovo sito, nuovi processi produttivi), il Cliente dovrà corrispondere a Vireo una somma pari a € 800,00, più le spese di cui al comma 4 del presente articolo.

6.8. Il corrispettivo sarà comunque dovuto dal Cliente a Vireo anche qualora, per qualsiasi causa, il certificato dovesse essere non rilasciato, sospeso o ritirato per cause attribuibili al Cliente.

6.9. Modalità e tempi di pagamento: i pagamenti delle visite di main assessment o sorveglianza devono essere effettuati in unica soluzione tramite bonifico bancario e a vista fattura prima che si svolgano gli audit di controllo. Il pagamento delle fatture è indipendente dall'esito delle visite. Il Cliente è edotto del fatto che la mancata e puntuale corresponsione a Vireo degli importi tutti di cui al presente articolo in relazione all'attività di main assessment comporterà il mancato rilascio del certificato; si informa inoltre che la mancata e puntuale corresponsione degli importi tutti di cui al presente articolo in relazione all'attività di audit potrà comportare la sospensione della certificazione. Il termine ultimo per il pagamento delle fatture, pena il ritiro della certificazione, è di 3 mesi dalla data di sospensione.

6.10. Fermo restando quanto previsto al precedente punto 6.8, in caso di ritardato/mancato pagamento del corrispettivo pattuito, Vireo applicherà sulle somme insolute gli interessi di mora previsti dal d.lgv. 231/2002 e procederà al recupero del credito anche per via giudiziaria. Saranno interamente a carico del cliente le spese legali di diffida e di recupero credito.

6.11. Vireo invia al Cliente copia digitale del certificato in corrispondenza dell'emissione dello stesso, ogni qualvolta ci sia una modifica nelle informazioni contenute nel certificato, e ogni volta che il Cliente ne fa richiesta. La copia cartacea viene spedita solo su espressa richiesta del Cliente. In tal caso il Cliente si impegna a corrispondere a Vireo le spese di spedizione, che sono di € 15, oltre i.v.a.

6.12. Le fatture relative alle attività di main assessment e di sorveglianza annuale verranno inviate attraverso lo SDI in formato elettronico. Non verrà inviata copia di cortesia in formato pdf.

Articolo 7 – Durata e validità del contratto

7.1. La presente offerta contrattuale ha una validità di 120 giorni dalla ricezione della stessa; la verifica di main assessment deve essere effettuata entro 180 giorni dalla sottoscrizione della presente offerta contrattuale. Il Contratto ha durata e validità a partire dalla data di firma dello stesso e sino al decorso di anni cinque dalla data di emissione del certificato.

7.2. Il Cliente può esercitare il diritto di recesso per il tramite di comunicazione scritta da inviarsi a Vireo riconoscendo un periodo di preavviso pari a mesi tre. In tale circostanza il Cliente rimane obbligato a corrispondere a Vireo gli importi dovuti e maturati alla data dell'effettiva cessazione del rapporto contrattuale.

Il Cliente, altresì, è tenuto a pagare la quota FSC maturata sino al momento dello scioglimento del rapporto contrattuale nel rispetto del termine trimestrale di preavviso.

Il Cliente, in virtù di quanto evidenziato in premessa, è consapevole del fatto che alla data di cessazione del rapporto con Vireo, Interface provvederà a ritirare l'attestazione di certificazione del Cliente.

7.3. Vireo ha diritto a risolvere il presente contratto, ex art. 1456 c.c., nel caso in cui il Cliente non adempia al pagamento del corrispettivo nei termini indicati nel precedente articolo 6 ovvero nel caso in cui il Cliente ometta di adempiere alle obbligazioni di cui al precedente articolo 5, fermo restando il diritto al pagamento per l'attività svolta fino alla data della risoluzione.

7.4. In caso di sospensione del certificato, il Cliente rimane obbligato a corrispondere a Vireo gli importi dovuti. Il periodo massimo di sospensione del certificato è stabilito in 3 mesi dall'avvio della sospensione stessa nei casi di mancato pagamento delle quote dovute (se ritenuto necessario, il certificato può essere terminato a partire da un mese dalla sua sospensione) e in 12 mesi per altre casistiche (estendibile a massimo a 18 mesi). Trascorsi tali periodi, Interface/Vireo terminerà il contratto e il certificato. Il Cliente, altresì, è tenuto a pagare la quota FSC maturata sino al momento dello scioglimento del rapporto contrattuale nel rispetto del termine trimestrale di preavviso.

7.5. In caso di ritiro della certificazione, il Cliente rimane obbligato a corrispondere a Vireo gli importi dovuti e maturati alla data del ritiro della certificazione. Il Cliente, altresì, è tenuto a pagare la quota FSC maturata sino al momento dello scioglimento del rapporto contrattuale.

Articolo 8 – Responsabilità

Il Cliente sarà tenuto a tenere indenne Vireo qualora, in conseguenza della/e violazione/i degli obblighi assunti all'art. 5 della presente scrittura privata, Vireo stessa dovesse incorrere in richieste da parte di Interface o da qualsiasi terzo di risarcimento danni derivanti direttamente od indirettamente dal rilascio o mantenimento della certificazione FSC o dall'attività di catena di custodia o dalla vendita del Prodotto.

Articolo 9 - Riservatezza

Le parti considerano riservate tutte le informazioni, i dati e i documenti di cui verranno reciprocamente a conoscenza in virtù del rapporto instaurato con la presente scrittura privata. In particolare Vireo e il Cliente non utilizzeranno o comunicheranno a terzi (da intendersi qualsiasi persona fisica o giuridica non parte del presente accordo), ad eccezione degli ordini provenienti dall'autorità giudiziaria, informazioni, dati, documenti e know how di appartenenza dell'una e dell'altra e di cui verranno a conoscenza anche in dipendenza del presente contratto e dei rapporti che verranno conseguentemente a sorgere.

Le Parti s'impegnano a far rispettare tale obbligo anche a coloro della cui opera eventualmente si dovessero avvalere (quali a titolo esemplificativo collaboratori, lavoratori dipendenti o parasubordinati) nell'espletamento dell'attività di propria competenza.

Il Cliente tuttavia autorizza Vireo ad utilizzare e comunicare proprie informazioni, dati, documenti e know how a Interface ed agli enti di controllo demandati da FSC e PEFC (ad esempio: agli enti di accreditamento ASI e UKAS).

Articolo 10 – Foro esclusivo e legge applicabile

10.1. In caso di insorgenza di controversia relativa all'interpretazione o esecuzione dei rapporti regolati dal presente contratto, le Parti concordano circa la giurisdizione esclusiva del giudice italiano e stabiliscono il Tribunale di Padova quale foro esclusivo, ex art. 28 c.p.c.

10.2. Le Parti concordano che il presente contratto è regolato in ogni caso dalla legge italiana anche ove il Cliente avesse sede o stabilimento in uno stato estero ed ivi fossero state svolte le prestazioni oggetto del contratto.

INFORMATIVA E CONSENSO AL TRATTAMENTO DEI DATI IN CONFORMITÀ AL GDPR (Regolamento UE 2016/679) "REGOLAMENTO GENERALE PER LA PROTEZIONE DEI DATI PERSONALI".

Ai sensi del Regolamento UE. 2016/679, Vi informiamo con la presente che tutti i Vs dati personali saranno protetti e trattati secondo il GDPR.

1. Titolare del trattamento: il titolare del trattamento è Vireo Srl con sede in Padova, Piazza A. De Gasperi 41, 35131 Padova (PD).

2. Finalità del trattamento: il trattamento dei Vs. dati avviene per lo svolgimento dei rapporti commerciali in essere, per l'adempimento di obblighi fiscali e di legge e per finalità commesse ad aspetti amministrative di certificazione. Il trattamento è lecito se è necessario all'esecuzione di un contratto di cui l'interessati è parte o all'esecuzione di misure precontrattuali adottate su richiesta dello stesso (Art.6).

3. Modalità di trattamento: i dati saranno trattati in forma cartacea e con l'ausilio di sistemi elettronici sempre con la massima discrezione per garantire la riservatezza e la sicurezza dei dati.

4. Diffusione dei dati: ferme restando le comunicazioni derivanti da obblighi di legge, tutti i dati raccolti ed elaborati potranno essere comunicati a dipendenti, collaboratori e a terzi (in Italia e all'estero) sempre e solo in connessione allo svolgimento dell'attività economica della nostra azienda.