

# General terms and conditions

## 01 Scope and definitions

These terms and conditions apply between Carbon Standards International and its clients. The scope of application includes the use of labels, trademarks and services, unless otherwise agreed in writing or prescribed by law. The contract also regulates the declaration of labels and trademarks in production, processing and trade.

## 02 Fundamentals

The basis of the contract shall be the licences and / or services requested by the client. The client hereby declares that he / she is in possession of the relevant guidelines and standards and that he / she is familiar with and complies with their provisions. The currently valid versions can be viewed and obtained online at Carbon Standards International at any time. The client must continually and proactively keep himself / herself informed of any changes to the guidelines and standards.

## 03 Rights of the Client

The use of any of the Carbon Standards International names, logos or trademarks is subject to the payment of a fee, the purchase of a service or the issuance of a certificate. Holders of a certificate issued by Carbon Standards International or by an appointed certification body may use same certificate for their business purposes during its period of validity. The holders are also entitled to use the corresponding trademarks and to label the certified products accordingly. The right to use Carbon Standards International's trademarks and to make reference to the guidelines is

granted solely on the basis of a valid agreement with Carbon Standards International.

## 04 Client obligations

The client shall notify Carbon Standards International of any formal changes, such as a change of address, a merger or organisational changes within 30 days.

The Client undertakes:

- to comply with the guidelines and standards, as well as to adapt all work processes and production and processing steps accordingly.
- to truthfully complete and maintain all necessary documentation up to date.
- to grant the employees of Carbon Standards International or a certification body commissioned by Carbon Standards International access to the premises and to the documentation at any time, and to permit the collection of samples.
- to conclude a separate contract with a certification body recognised by Carbon Standards International for the inspection and certification of the products. The inspection may be carried out by an inspection body appointed by the certification body, in which case the inspection report shall be submitted to the certification body for validation and / or certification.
- to use the trademarks based on the applicable design manuals.
- to report without delay any third party complaints to Carbon Standards International and to allow Carbon Standards International to inspect such complaints.
- to pay for the services provided by Carbon Standards International at the prices in force.
- to bear the costs of additional work, laboratory analyses, legal advice and similar additional ex-

penses incurred by Carbon Standards International, where the client has caused these additional expenses by violating the rules or his / her obligations under this Agreement.

A responsible contact person vis-à-vis Carbon Standards International shall be named by the client.

The client authorises the contracted certification body to make available to Carbon Standards International all data collected in the client's company.

## **05 Rights and obligations of Carbon Standards International**

### **05a Confidentiality and data protection**

Carbon Standards International is entitled to publish the company name, company address, company number, certification status and certified products of the client. All other data collected are covered by professional secrecy and will be treated as strictly confidential. The confidentiality obligation does not apply vis-à-vis public authorities charged with enforcement tasks or inspection and certification bodies and their employees who carry out inspections, validations or certifications.

Carbon Standards International offers online tools to simplify administrative processes and support quality assurance for clients. With the use of these online tools, the client's address and certification information become publicly available in part. The valid terms of use for online tools are an integral component of these General Terms and Conditions and apply to all users of the online tools.

Within the context of their contractual relationship, when processing personal data the contracting parties undertake to comply without exception with the Swiss Data Protection Act (DSG) and, where applicable, the European General Data Protection Regulation (GDPR) as well as other data privacy legislation as amended from time to time. The contracting parties further undertake to take all necessary technical and organisational measures to ensure data security.

Where other information technologies are used for communication or data transfer, these providers' privacy policies apply.

The Privacy Policy available on the Carbon Standards International website, in its currently valid version,

forms an integral component of these General Terms and Conditions. Personal data of which Carbon Standards International becomes aware in the course of the contractual relationship will be processed exclusively for the purpose of carrying out this contractual relationship. Within the context of the contractual relationship, the client expressly allows Carbon Standards International to send official communications via newsletters and information mailings to the client's e-mail address.

The contracting parties further undertake to also oblige any recipients of personal data to comply with data protection and data confidentiality pursuant to DSG and GDPR.

### **5b Further development of standards and guidelines**

Carbon Standards International is constantly developing its standards and guidelines. The client and other interested parties are usually informed by e-mail of any new developments.

### **05c Inspection and certification bodies**

Carbon Standards International shall ensure that inspection and certification bodies are audited and approved by it with a view to providing the defined services.

### **05d Spot checks and residue analyses**

For quality assurance purposes, Carbon Standards International may at any time carry out spot checks at the client's premises and take samples for residue analyses. In these cases, access to premises and documents must be given to the same extent as for regular inspections. The results of the spot checks and residue analyses shall be made available to the company and the competent certification body. The costs for spot checks, sampling and residue analyses shall be borne by the client.

### **05e Liability**

Carbon Standards International shall only be liable for intent and gross negligence within the scope of the activities it carries out and does not accept any other liability. In particular, Carbon Standards International cannot be held liable if third parties do not or only partially recognise the certificate. The same ap-

plies to any claims for damages by third parties (namely the client's customers) as a result of non-fulfilment of their quality expectations or in the event of non-recognition of the certificate as evidence in liability disputes.

## **06 Fees**

Prices are set out in the Carbon Standards International list of prices and fees. The prices and fees applicable in the following year are published annually by 31 August on the Carbon Standards International website. The currently valid lists of prices and fees are an integral component of these General Terms and Conditions.

## **07 Duration of contract and termination of contract**

Registration for services or licences constitutes the commencement of a contractual relationship for an indefinite period. Notice of termination must be given in writing by registered post by 30 September for the end of the calendar year. The termination must have been received by Carbon Standards International by the termination date. The services rendered in the year of termination of the contract will be charged pursuant to the currently applicable prices and fees.

The following situations may give rise to the termination of the contractual relationship on the part of Carbon Standards International:

- The absence of an inspection and certification contract with a certification body recognised by Carbon Standards International.
- Failure to settle invoices for fees, royalties or other billable services.
- Breaches of contract as set out in Section 8.

Upon termination of the contract, the right to use the registered trademarks of Carbon Standards International shall expire.

## **08 Breaches of contract / right to appeal**

### **08a Failure to settle invoices**

Carbon Standards International invoices are payable within the specified deadlines. Costs for reminders, debt collection or legal disputes will be charged to the client. In case of non-payment of invoices, services may be refused and the contractual relationship may be terminated without prior notice.

### **08b Breaches of contract**

In the event of a client's failure to comply with the guidelines, Carbon Standards International or the commissioned certification body may impose sanctions and set deadlines within which the non-compliances must be resolved. If non-compliances are repeatedly not resolved within the specified period, the client may be informed in writing that the contractual relationship will be terminated by a specific date.

If a continuation of the contractual relationship in good faith has become untenable, Carbon Standards International is entitled to terminate the contractual relationship without notice. In this case, certificates issued will be revoked.

### **08c Damages for breach of contract**

In the event of a breach of contract by the client, Carbon Standards International is entitled to invoice the client for all services rendered and costs incurred in connection with the breach of contract. In such cases the client will be informed in writing of the forthcoming invoices and given the right to comment thereon.

Carbon Standards International may also claim a refund from the client for any unjustly obtained additional revenue for the labelled products and / or enforce a marketing ban, the withdrawal of the products from the market or the termination of the contract without notice.

The client may appeal, in writing, sanction decisions made by Carbon Standards International. Appeals are processed by the EASY-CERT Group AG Appeals Service and follow its procedures.

## **09 Place of jurisdiction**

The place of jurisdiction for all disputes shall be Frick, Switzerland. The contractual relationship is subject to Swiss law.

## **10 Integral components**

The following items in their currently valid versions shall be considered integral components of these general terms and conditions of business:

- Design Manual – Carbon Standards International
- Carbon Standards International lists of prices and fees
- Carbon Standards International – Terms of use for online tools

Valid from November 2021