STEP UP CERTIFICATION
EXPAND YOUR HORIZONS

Certification Terms and Conditions for Product Certification

1. Purpose and General Provisions

1.1. These Terms outline the rights, obligations, and responsibilities of both the Certification Body and the Customer, in addition to the Certification Services Agreement.

1.2. These Terms are integral to the contractual relationship and apply to all certification services provided by STEP UP Certification SIA across the certification lifecycle.

1.3. By engaging in certification services, the Customer acknowledges, understands, and agrees to comply with all provisions outlined herein.

2. Scope of Certification Services

2.1. The Certification Body shall perform assessments, audits, and reviews to determine the Customer's compliance with the applicable standards, scheme requirements, laws, and regulations identified within the Certification Contract or Scope Document.

2.2. The scope of services provided is limited to the specific certification scheme and standards listed in the application and agreed to in the Certification Services Agreement.

3. Client Responsibilities Regarding Certification

To maintain valid certification, the Client agrees to the following:

3.1. **Compliance with Requirements:** The Client shall consistently fulfill all certification requirements, including implementing any changes communicated by STEP UP Certification SIA (ref. LVS EN ISO/IEC 17065:2013 (E) - 3.7 & 7.10).

3.2. **Ongoing Product Conformity:** For certifications related to ongoing production, the Client shall ensure the certified product continuously meets all specified product requirements (ref. LVS EN ISO/IEC 17065:2013 (E) - 3.8).

3.3. **Evaluation and Surveillance Access:** The Client shall make all necessary arrangements for evaluation and surveillance activities, providing access to documentation, records, equipment, locations, personnel, and subcontractors as required. This includes facilitating investigation of complaints and participation of observers, if applicable (ref. LVS EN ISO/IEC 17065:2013 (E) - 3.3).

3.4. **Accurate Certification Claims:** The Client shall ensure that all claims regarding certification are consistent with the defined scope of certification (ref. LVS EN ISO/IEC 17065:2013 (E) - 3.10).

3.5. **Proper Use of Certification:** The Client shall not use the certification in any way that could bring STEP UP Certification SIA into disrepute or make misleading or unauthorized statements about the certification (ref. LVS EN ISO/IEC 17065:2013 (E)).

3.6. **Discontinuation Upon Suspension/Withdrawal:** Upon suspension, withdrawal, or termination of certification, the Client shall immediately discontinue all use of advertising matter referencing the certification and take any actions required by the certification scheme, such as returning certification documents (ref. LVS EN ISO/IEC 17065:2013 (E)).
3.7. **Accurate Reproduction of Documents:** When providing copies of certification documents, the Client shall reproduce them in their entirety or as specified by STEP UP Certification SIA (ref. LVS EN ISO/IEC 17065:2013 (E)).

3.8. **Compliance in Communication:** In all communications referencing product certification, including documents, brochures, and advertising, the Client shall comply with the requirements of STEP UP Certification SIA (ref. LVS EN ISO/IEC 17065:2013 (E)). 3.9. **Adherence to Scheme Requirements:** The Client shall comply with all requirements related to the use of conformity marks and information related to the product, as prescribed by the certification scheme (ref. LVS EN ISO/IEC 17065:2013 (E)).

3.10. **Complaint Management:** The Client shall maintain records of all complaints related to compliance with certification requirements and make these records available to STEP UP Certification SIA upon request. The Client shall also take appropriate action regarding such complaints and any identified deficiencies in products (ref. LVS EN ISO/IEC 17065:2013 (E)).

3.11. **Notification of Changes:** The Client shall inform STEP UP Certification SIA without delay of any changes that may affect their ability to conform with certification requirements. Examples of such changes include (but are not limited to):

- Changes in legal, commercial, organizational status or ownership
- Changes in organization and management (e.g., key personnel)
- Modifications to the product or production method
- Changes to contact address or production sites
- Major changes to the quality management system (ref. LVS EN ISO/IEC 17065:2013 (E)).

4. Suspension, Withdrawal, or Termination of Certification

4.1. The Certification Body retains the right to suspend, withdraw, or terminate certification if the Customer fails to comply with applicable standards, these Terms, legal requirements, or accreditation requirements, including but not limited to:

4.1.1. Failure to maintain an effective management system.

4.1.2. Failure to implement corrective actions to address identified non-conformities.

4.1.3. Misuse or misrepresentation of certification status or certificates.

4.1.4. Engagement in fraudulent or illegal activities.

4.1.5. Failure to meet financial obligations.

4.1.6. Interference with the assessment process or attempting to influence assessment outcomes. 4.2. The Certification Body shall provide written notice of any intent to suspend, withdraw, or terminate certification, outlining the reasons and the effective date. 4.3. The Customer shall have the right to appeal such decisions in accordance with STEP UP Certification SIA's documented complaints and appeals procedure.

5. Surveillance Audits and Assessments

5.1. The Customer agrees to facilitate all scheduled and unscheduled surveillance audits and assessments to verify continued compliance. 5.2. Surveillance assessments will be performed in accordance with agreed schedules and procedures. 5.3. The Customer shall provide access to all relevant sites, documentation, personnel, and processes, as needed. 5.4. Failure to comply with surveillance audit requirements may result in suspension or withdrawal of certification.
5.5. The Certification Body reserves the right to utilize qualified third-party auditors, reviewers, technical experts, and other outsourced personnel ("External Resources") to perform any necessary functions related to the certification processes. The Certification Body shall ensure that all such External Resources possess the appropriate competencies and are bound by confidentiality obligations. The use of external personnel does not diminish the Certification Body’s responsibility for the impartiality, competence, and integrity of the certification activities.
5.6. Unannounced Audits for PEFC EUDR DDS Certification
5.6.1. Where the certification scope includes the PEFC EUDR Due Diligence System (PEFC EUDR DDS) module, the Customer accepts unannounced audits under STEP UP Certification’s PEFC EUDR DDS certification procedure and agrees to provide the access specified in clause 5.3. STEP UP Certification shall conduct at least one surveillance audit

without prior notice during each certification cycle. Where the PEFC Chain of Custody audit is combined with that module audit, both shall be conducted without prior notice. Initial certification and recertification audits are announced.

5.6.2. STEP UP Certification may carry out additional unannounced audits in response to substantiated concerns, EUDR substantiated concerns, complaints or an increased risk of nonconformity. STEP UP Certification sets the audit date without informing the Customer in advance and provides the audit plan at the opening meeting. The parties may agree in advance on dates when an audit cannot take place. Where exceptional circumstances require advance contact, such as safety, security or visa requirements, STEP UP Certification may communicate a defined audit window.

5.6.3. If the Customer refuses an unannounced audit without justification, STEP UP Certification shall suspend or withdraw the certificate.

6. Use of Certification Mark and Logo

6.1. The Customer is granted permission to use the Certification Body's logo and/or certification mark during the validity of certification.

6.2. The use of certification marks and logos must conform to the branding guidelines and instructions provided by the Certification Body and/or Scheme owner rules.

6.3. The Customer shall not use or permit any third party to use the certification mark or logo in a manner that:

6.3.1. Is misleading, ambiguous, or deceptive.

6.3.2. Implies endorsement of products, services, or activities that are outside the scope of certification.

6.3.3. Harms or discredits the reputation of the Certification Body.

6.4. Misuse of the certification mark or logo will result in immediate suspension or withdrawal of certification.

7. Responsibility and Indemnification

7.1. The Customer acknowledges responsibility for ensuring the accuracy, reliability, and validity of all claims, statements, and documentation related to the certification status. 7.2. To the fullest extent permitted by Latvian law, the Customer agrees to indemnify, defend, and hold harmless the Certification Body, its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorney's fees and court costs) arising out of or in connection with:

7.2.1. Customer's misuse or misrepresentation of certification facts.

7.2.2. Customer's failure to comply with laws, standards, regulations, or these Terms. 7.2.3. Customer's negligence or willful misconduct relating to obligations in this Agreement.

8. Changes in Standards, Regulations, and Laws

8.1. The Customer is responsible for staying informed about and complying with changes in applicable standards, regulations, and laws pertaining to the scope of certification. 7.2. The Certification Body will make reasonable efforts to inform the Customer of relevant changes, but the Customer is ultimately responsible for compliance.

8.2. The Certification Body may conduct reassessments to determine compliance with updated requirements, which may impact certification status or require additional activities.

9. Rights to Disclose Information

9.1 Disclosure to Scheme Owners, Accreditation Bodies, and Legal Authorities

STEP UP Certification reserves the right to disclose any relevant information related to the Client Organization and the certification process to certification scheme owners, accreditation bodies, or other relevant authorities as required for the maintenance, verification, or enforcement of the certification scheme.

9.2 Legal Obligations

In cases where disclosure is mandated by applicable laws, regulations, or legal proceedings, STEP UP Certification shall have the right to disclose such information without prior consent from the Client Organization, to the extent necessary to comply with lawful requirements.

9.3 Purpose of Disclosure

Such disclosures shall be limited to information necessary for the purpose of scheme oversight, accreditation, legal compliance, or investigation, and shall be conducted in a manner consistent with applicable data protection legislation.

9.4 Confidentiality and Data Protection

Any disclosed information shall be handled in accordance with confidentiality obligations and data protection requirements to protect the rights of the Client Organization.

9.5. Information Sharing and Publication for PEFC EUDR DDS Certification

9.5.1. Where the certification scope includes the PEFC EUDR DDS module, the Customer consents to STEP UP Certification sharing information relevant to the Customer’s conformity

with that module with the European Commission and competent authorities for the exercise of their statutory duties, and with the PEFC Council and PEFC-authorised bodies for scheme monitoring and evaluation. The information shared is limited to what is relevant to the stated purpose. This may include the full audit report and information used to investigate substantiated concerns, EUDR substantiated concerns or complaints concerning the Customer.

9.5.2. The Customer acknowledges that the public audit summary, the certification information needed to implement PEFC Chain of Custody and the Customer's designated contact point will be published through the PEFC database. STEP UP Certification shall exclude confidential information from the public audit summary.

10. Resolution of Disputes

10.1. Any dispute or claim arising from or related to this Agreement shall be first addressed through good faith negotiation between the Parties.

10.2. If the Parties cannot resolve the dispute, the dispute shall be settled exclusively in the courts of Latvia following Latvian law.

10.3. The Parties waive any right to jury trial or other forms of dispute resolution.

11. Term & Termination

11.1. This Agreement shall commence on the Effective Date and continue until validity of certificate unless terminated earlier as provided herein.

11.2. The Certification Body may terminate this Agreement immediately upon material breach of these Terms or the Certification Services Agreement.

11.3. Termination shall not relieve the Parties from any obligations accrued prior to the effective date of termination.

12. Miscellaneous Provisions

12.1. *Entire Agreement:* This Agreement, together with all exhibits and schedules, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.

12.2. *No Waiver:* The failure to require performance of any provision shall not affect a Party's right to require performance at any time thereafter.

12.3. *Severability:* If any provision is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

12.4. *Notices:* Notices shall be written and served by personal delivery, courier, certified mail, or e-mail.

12.5. *Force Majeure:* Neither Party shall be liable for delays or failures in performance due to causes beyond its reasonable control, such as acts of God, war, or government regulations.

13. Amendments

13.1 STEP UP Certification may unilaterally change the rules, policies, or requirements related to this Agreement without prior notice or informing the other Party.

Certification Body Representative:

Signature:

Name: Jānis Švirksts

Position: Board member

Date: _____