

Terms and Conditions for Certification Services

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1. DEFINITIONS

If not defined otherwise herein all terms in capital letters used in these [Terms and Conditions for Certification Services](#) shall have the meaning attributed to them under [Annex 1](#), or [FLOCERT's](#) Glossary (<https://www.flocert.net/glossary/>) as amended by [FLOCERT](#) from time to time. In case of any discrepancies, the definitions of [Annex 1](#) shall prevail.

2. SCOPE

2.1. These [Terms and Conditions for Certification Services](#) apply to all [Producers](#) and [Traders](#) applying or re-applying (whether by submitting a new application following a break in validity of a prior [Certificate](#) or as part of a continuous renewal process of an existing [Certificate](#)) for [Fairtrade Certification](#) or which are already [Fairtrade](#) certified. They govern the contractual relationship between [FLOCERT](#) and the [Customer](#) throughout the whole [Certification Cycle](#), as amended by [FLOCERT](#) from time to time.

2.2. The [Terms and Conditions for Certification Services](#) shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the [Customer](#), shall not become part of the contractual relationship, unless [FLOCERT](#) has expressly consented in writing to their application. This requirement of consent shall apply in any case, e.g., even if the [Customer](#) refers to its general terms and conditions and [FLOCERT](#) does not expressly object thereto.

3. CERTIFICATION SERVICES

3.1. [FLOCERT](#) shall provide the [Customer](#) with the [Certification Services](#) with the objective of verifying and/or certifying [Customer's](#) proven continuous compliance with the [Fairtrade Certification Framework](#). In doing so [FLOCERT](#) applies the [Assurance Tools and Processes](#) set out in the [Fairtrade Certification Framework](#).

3.2. [FLOCERT](#) shall be entitled to engage external [Experts](#) who are bound to secrecy, duly trained and qualified to carry out the [Certification Services](#).

3.3. After [Customer](#) has proven its compliance with the [Fairtrade Certification Framework](#) and in particular with [Fairtrade Standard Requirements](#), [FLOCERT](#) shall issue to the [Customer](#) a [Fairtrade Certificate](#) and/or a [Permission to Trade](#).

3.4. The decision whether a [Permission to Trade](#) shall be granted and/or a [Fairtrade Certificate](#) shall be issued, suspended or whether the [Customer](#) shall be [Decertified](#) or any [Certification Sanction](#) or [Exception](#) shall be applied, shall be at [FLOCERT's](#) sole discretion. The decision shall be made considering all readily available facts, in particular those provided by the [Customer](#). [FLOCERT](#) shall exercise this discretion in accordance with these [Terms and Conditions for Certification Services](#), the general principles of good practice for [Certification](#) bodies, as well as on fair, reasonable and non-discriminatory terms, whereas the integrity of the [Fairtrade System](#) shall always be given priority over the individual interests of the [Customer](#). The burden of proof regarding [FLOCERT's](#) non-compliance with these principles lies with the [Customer](#). The [Customer](#) shall have the right to file a [Complaint](#), [Review](#) or [Appeal](#) in accordance with Section 7.1. ("Complaint, Review, Appeal").

3.5. [FLOCERT](#) offers its [Certification Services](#) in English. As an additional courtesy service, and without creating any legal entitlement, [FLOCERT](#) may also provide its [Certification Services](#) in Spanish, French, Portuguese and/or German ([Official FLOCERT Languages](#)). Such alternative language provision shall only be offered where the relevant language is commonly used in the country the [Certification Services](#) are being performed. In case of any discrepancies, where available, the English version shall prevail. For the avoidance of doubt, contractual notices and legally relevant communications under these [Terms and Conditions for Certification Services](#) may be made in English only. Any translations are for convenience only and do not create additional obligations for [FLOCERT](#).

3.6. Upon successful completion of the [Application Process](#), [FLOCERT](#) shall provide [Customer's Contact Person](#) and [Deputy Contact Person](#) (as further set out under Section 4.2. ("Contact Person")) access to the [Tools](#). The access shall be granted on the basis of the respective terms of use for the [Tools](#), as amended from time to time. [FLOCERT](#) may suspend or limit [Tool](#) access where reasonably necessary for information security, maintenance, or to address misuse or non-compliance with these [Terms and Conditions for Certification Services](#).

3.7. The place of performance for the [Certification Services](#) rendered by [FLOCERT](#) out of or in connection with these [Terms and Conditions for Certification Services](#) shall be Bonn, Germany.

4. CUSTOMER's OBLIGATIONS

4.1. PROOF OF COMPLIANCE AND COOPERATION

4.1.1. The Customer shall prove its continuous compliance with the applicable Fairtrade Certification Framework throughout the whole Certification Cycle. In this regard, the Customer shall fully cooperate with FLOCERT during the entire contractual relationship and, in particular, during Audits, assessment, monitoring etc., to enable FLOCERT to carry out the Certification Services. The Customer shall support the Assurance Tools and Processes, especially by actively providing, within the time and format requested by FLOCERT, all information, documents, access etc. required to prove compliance with the Fairtrade Certification Framework; in particular and without limitation, the Customer shall:

- a. make itself familiar with the applicable standards, procedures, requirements of the Fairtrade Certification Framework and participate in the respective induction trainings;
- b. provide FLOCERT access to all sites, documents and records, devices, locations, areas, employees, and the Customer's contractors, and shall allow the presence of Observers during Audits;
- c. where required provide accurate translations to one of the Official FLOCERT Languages used in the respective Certification Cycle;
- d. provide the technical requirements necessary to perform the Certification Services as requested by FLOCERT, in particular in case of remote Audits;
- e. if requested by FLOCERT, make all necessary arrangements for the investigation of Allegations;
- f. issue reports and verifications requested by FLOCERT, e.g. on Fairtrade Volumes, Fairtrade Minimum Price and Premium payments, in particular within Tools indicated by FLOCERT.

4.1.2. For the avoidance of doubt, FLOCERT does not accept conformity confirmations of Third Parties, including by other Certification bodies, as confirmation of compliance with the Fairtrade Certification Framework.

4.1.3. The Customer shall continuously monitor the Fairtrade Certification Framework, in particular any updates or changes herein and its compliance with it.

4.1.4. The Customer shall verify all of FLOCERT's deliverables (e.g. evaluation decisions, Audit findings, confirmed Non-Conformities, declined corrective measures, requested objective evidence, financial Sanctions, or Certification Decisions (e.g. suspensions, Decertification)) immediately after receipt and Notify FLOCERT of any deficiencies identified within a maximum period of fourteen (14) calendar days in accordance with the Review and Appeals processes (see Section 7 ("Complaint, Review, Appeal, Allegations Procedures"))).

4.1.5. The Customer shall keep accurate records and documentation regarding its compliance with the Fairtrade Certification Framework, and in particular document the corrective measures in case of Non-Conformities. The Customer shall make such records, documentation and measures accessible to FLOCERT with undue delay upon FLOCERT's request.

4.1.6. The Customer shall keep records of all Allegations made known to the Customer relating to compliance with the Fairtrade Certification Framework and make these records available to FLOCERT when requested. The Customer shall take appropriate action with respect to Allegations and document the actions taken.

4.1.7. The [Customer](#) shall provide [FLOCERT](#), upon [FLOCERT's](#) request without undue delay with the details of the company structure and the [Ultimate Beneficial Owner](#), or any other information required to ensure transparency and compliance with applicable laws and regulations, including those related to, [Sanctions](#) and embargos, anti-money laundering and counter-terrorism financing.

4.2. CONTACT PERSON

4.2.1. Within fourteen (14) days after receiving the [Application Package](#) the [Customer](#) shall designate a [Contact Person](#) and a [Deputy Contact Person](#) to be included in the [Application Questionnaire](#) (full name, title, a valid telephone number and an email address, as well as any other information reasonably requested by [FLOCERT](#)). The [Contact Person](#) and in its absence the [Deputy Contact Person](#) shall be responsible for handling all matters relating to the contractual relationship between [FLOCERT](#) and the [Customer](#) and in particular to all matters relating to the [Certification Services](#). The [Customer](#) shall [Notify](#) any changes to the contact details of the [Contact Person](#) and/or the [Deputy Contact Person](#) to [FLOCERT](#) in accordance with [Section 14](#) ("Notice").

4.2.2. All correspondence, [Notices](#), information, administrative matters (such as [Audits](#), contractual matters, amendments to these [Terms and Conditions for Certification Services](#) etc.), and other matters relating to the contractual relationship between the [Customer](#) and [FLOCERT](#), including the access to the [Tools](#) shall be conducted through the [Contact Person](#) and in their absence through the [Deputy Contact Person](#). For exceptions regarding invoicing address see [Section 4.2.7](#), below.

4.2.3. In case of absence of the [Contact Person](#), the [Customer](#) shall ensure that the [Deputy Contact Person](#) has access to all information and [Tools](#) and duly substitutes the [Contact Person](#) in all matters.

4.2.4. The [Customer](#) shall ensure that the [Contact Person](#) and in its absence the [Deputy Contact Person](#) regularly, at least once per month, checks all [Tools](#) accounts available to the Customer regarding accuracy of the information provided by the [Customer](#), any [Notifications](#), announcements, amendments, updates etc. given by [FLOCERT](#), even without receiving a separate [Notice](#) or reminder.

4.2.5. The [Customer](#) hereby warrants and represents that the [Contact Person](#) and the [Deputy Contact Person](#) are vested with all powers and authorities required to duly represent the [Customer](#) in all matters arising out of or in connection with the contractual relationship between the [Customer](#) and [FLOCERT](#), in particular issuing and receiving declarations, statements, information etc. in the name and on behalf of the [Customer](#). Any declaration made to the [Contact Person](#) or [Deputy Contact Person](#), given by the [Contact Person](#) or [Deputy Contact Person](#), or received or omitted by the [Contact Person](#) or [Deputy Contact Person](#) shall be held for and against the [Customer](#) and validly bind the [Customer](#).

4.2.6. The [Customer](#) may provide additional email addresses which may be used for correspondence purposes, but which are secondary to the main address of the [Contact Person](#) and the [Deputy Contact Person](#) and may be used for information purposes only.

4.2.7. The [Customer](#) may provide a separate email address for the invoicing. [Notices](#) regarding invoices can be sent to this invoicing email address only, without the necessity to an additional [Notification](#) to the [Contact Person](#).

4.2.8. In case of any changes to the contact data or other information relevant to the [Customer](#), [Customer](#) shall ensure that the [Contact Person](#) and in their absence the [Deputy Contact Person](#) immediately [Notifies FLOCERT](#) about the change. They can contact their responsible point of contact at [FLOCERT](#) or the [FLOCERT Customer Service Desk](#) and request assistance to enable the changes. The [Customer's](#) duty to verify the successful change remains unaffected.

4.2.9. [FLOCERT](#) can make available to [Fairtrade Organisations](#) the contact data of the [Contact Persons](#). In case the contact data includes [Personal Data](#), such data will be processed according to [FLOCERT's Terms of Use and Privacy Policy](#) as amended from time to time. The [Customer](#) shall inform the [Contact Persons](#) accordingly.

4.3. DUTY TO INFORM

4.3.1. The [Customer](#) shall [Notify FLOCERT](#) without delay in case of any relevant changes, in particular:

4.3.1.1. those having an effect on the specification of the products as [Fairtrade Products](#);

4.3.1.2. in the [Customer's](#) ownership resulting in the shareholders/owners of the [Customer](#) holding less than 50% of the voting power, change of corporate form, in case the [Customer](#) merges with or consolidates into another entity, sells, transfers, or leases all or substantially all of its assets, in particular [Fairtrade Contracts](#), to another entity or person, or any change which can have an impact on the [Certification](#);

4.3.1.3. to the [Customer's](#) nature and scope of its [Fairtrade](#) related business activities, the [Customer's](#) organisation (e.g. switching from a [Producer](#) with one property to a [Producer](#) with several properties or switching from a first-tier [Producer](#) to a second-tier or third tier [Producer](#));

4.3.1.4. to the [Customer's](#) circumstances (e.g., in- or decrease in volume, turnover, member or worker number) that would lead to a different [Certification Fee](#), compared to the circumstances that were provided to [FLOCERT](#) upon which the [Fee](#) quotation had been drawn up; in such case, [FLOCERT](#) may adjust the [Certification Fees](#) accordingly;

4.3.1.5. in case that a change to the [Fairtrade Certification Framework](#) could lead to a non-compliance of the [Customer](#);

4.3.1.6. any changes of the [Contact Person](#) or [Deputy Contact Person](#), in particular any changes in the contact details or change of the respective persons;

4.3.1.7. a change of subcontractors, warehouses, processing sites etc. relevant for the [Fairtrade Certification](#);

4.3.1.8. all potential or actual [Conflict of Interests](#) of [Customer](#), in particular between the [Customer](#) or one of its employees or [Representatives](#) and an [Expert](#), [Auditor](#) or a [FLOCERT](#) employee or third-party [Auditor](#) who is in contact with the [Customer](#);

4.3.1.9. all other events or circumstances which, in the eye of an objective observer, are of particular interest to [FLOCERT](#) and its performance of the [Certification Services](#) and/or [Customer's Certification](#) and/or set out in the [Fairtrade Certification Framework](#) or these [Terms and Conditions for Certification Services](#).

4.3.2. In case the [Customer](#) does not comply with its obligation to inform, [FLOCERT](#) has the right to apply [Certification Sanctions](#) and/or terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) with the [Customer](#) in accordance with [Section 9.3](#). ("Extraordinary Termination") below.

4.4. CERTIFICATES, COMMUNICATION REFERING TO FLOCERT

4.4.1. The [Fairtrade Certificate](#) shall be issued to the [Customer](#) only. It is not transferable to any [Third Party](#).

4.4.2. [Customer](#) shall use its [Certification](#) and [Fairtrade Certificate](#) in compliance with these [Terms and Conditions for Certification Services](#). It shall not use its [Certification](#) and/or [Certificate](#) in any manner

discrediting [FLOCERT](#) or [Fairtrade](#) and/or against [FLOCERT's](#) or [Fairtrade's](#) good reputation and shall not make any misleading or unauthorised statements in connection with its [Certification](#) or [Certificate](#).

4.4.3. The [Customer](#) shall not modify, copy or misrepresent the content of a [Certificate](#) and [Certification Documents](#) in any form; the [Customer](#) may obtain duplicates of [Certificates](#) from [FLOCERT's Tools](#).

4.4.4. The [Customer](#) shall only use the [Certificate](#) to demonstrate that the [Customer](#) has been certified according to the [Fairtrade Certification Framework](#). Any other use of the [Certificate](#) or [Customer's Certification](#) requires [FLOCERT's](#) prior written consent. In case of a consent the [Customer](#) shall comply with the [FLOCERT Promotional Guidelines](#) provided to it.

4.4.5. The [Customer](#) can make available to [Third Parties](#) the [Audit Full Report](#) as included in the [Tool](#) once it is made available by [FLOCERT](#). The publication or sharing of any other [Certification Reports](#) requires [FLOCERT's](#) prior written consent. If the [Customer](#) wants to disclose a copy of its [Certificate](#) or of its [Audit Full Report](#) to a [Third Party](#), in particular to its contract partners, these documents must be reproduced in their entirety.

4.4.6. [FLOCERT](#) is a [Certification](#) body accredited by the German Accreditation Body (DAkkS) in accordance with ISO/IEC 17065. The [Customer](#) acknowledges that the validity of the [Fairtrade Certificate](#) depends on the existing accreditation of [FLOCERT](#). If [FLOCERT's](#) accreditation is suspended, the [Customer](#) undertakes to immediately cease use of the [Fairtrade Certificate](#) and all associated advertising and usage notices. In the event of final revocation (withdrawal) of accreditation, the [Fairtrade Certificate](#) irrevocably loses its validity. In such a case, at the express request of the [Customer](#), the [Certificate](#) may be transferred to another accredited [Certification](#) body, provided that the requirements of IAFMD 2 [https://iaf.nu/iaf_system/uploads/documents/IAF_MD2_2023_Issue2_Version2_14062023.pdf] are met. The [Customer](#) shall contact [Fairtrade International](#) independently and request information about possible alternative [Certification](#) bodies.

4.4.7. In case of any transfer to a new [Certification](#) body, the [Customer](#) undertakes to provide [FLOCERT](#) and the new [Certification](#) body with all necessary documents and information upon request and to actively participate in the transfer process. The [Customer](#) agrees that [FLOCERT](#) is entitled to pass on relevant information to the receiving [Certification](#) body as part of the transfer.

4.4.8. Furthermore, the [Customer](#) undertakes not to make any statements or provide any information that inaccurately represent the validity or transferability of the [Fairtrade Certificate](#) to [Third Parties](#).

4.4.9. In case the [Customer](#) does not comply with its obligations set out under this [Section 4.4](#), ("Certificates, Communication Referring to FLOCERT"), [FLOCERT](#) has the right to apply [Certification Sanctions](#) and/or terminate the contractual relationship with the [Customer](#) in accordance with [Section 9.3](#). ("Extraordinary Termination") below. [FLOCERT's](#) right to claim further damages, remedies or the like shall remain unaffected.

4.4.10. If not agreed otherwise in these [Terms and Conditions for Certification Services](#), any public communication by or on behalf of the [Customer](#) out of or in connection with the [Certification Services](#) with reference to [FLOCERT](#) requires [FLOCERT's](#) prior written consent, which can be given and withdrawn at any time at [FLOCERT's](#) sole discretion.

4.5. PUBLICATION

The [Customer](#) hereby agrees to the publication of its corporate name, the corporate address, its [Fairtrade Products](#) and its [Certification Status](#) on the [FLOCERT](#) website: <http://www.flocert.net>, as well as on the

[Fairtrade International](http://www.fairtrade.net) website: www.fairtrade.net. The [Customer](#) hereby also agrees to the listing of such details in databases that are accessible to [Fairtrade Organisations](#).

4.6. COMPLIANCE

4.6.1. The [Customer](#) shall adhere to high ethical standards in all business practices. This includes, but is not limited to, honesty, integrity, fairness, and respect for all individuals and entities involved.

4.6.2. The [Customer](#) shall comply with all applicable laws and regulations related to anti-bribery and anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. The [Customer](#) shall not offer, give, solicit, or accept any bribe or other improper payment, gift, or advantage to or from any person or entity, including [Experts](#), [Auditors](#), in connection with the performance of the contractual relationship with [FLOCERT](#), and in particular in connection with the [Certification Services](#). The [Customer](#) shall immediately [Notify FLOCERT](#) or initiate a [Complaints](#) procedure in case it becomes aware that any of [FLOCERT's Representatives](#) or [Experts](#), [Auditors](#) offer, give, solicit, or accept any bribe or other improper payment, gift, or advantage to or from any person or entity in connection with the contractual relationship and in particular with the [Certification Services](#) rendered to the [Customer](#).

4.6.3. The [Customer](#) shall comply with all applicable laws and regulations related to anti-money laundering and combating the financing of terrorism. This includes implementing and maintaining effective policies and procedures to prevent money laundering activities and reporting any suspicious transactions to the relevant authorities.

4.6.4. The [Customer](#) agrees, represents and warrants at all times that:

4.6.4.1. neither it nor any member of its group, nor any of the directors, officers, agents or employees of the foregoing, as the case may be, is a [Sanctioned Person](#) or is subject to [Sanctions](#);

4.6.4.2. it has complied, is compliant with, and undertakes to comply during the term of the contractual relationship, with all applicable laws related to [Sanctions](#);

4.6.4.3. it has implemented and maintained and will implement and maintain appropriate procedures to prevent any action that would be contrary to the provisions of this clause; and

4.6.4.4. it will [Notify FLOCERT](#) without delay in the event that any person described in this clause becomes a [Sanctioned Person](#) or subject to [Sanctions](#);

4.6.4.5. if the [Customer](#), the companies of the group to which the [Customer](#) belongs and/or its [Representatives](#) or employees become [Sanctioned Persons](#), and if, as a result thereof, the continuation of the contractual relationship underlying these [Terms and Conditions for Certification Services](#) is unreasonable for [FLOCERT](#), [FLOCERT](#) has the right to terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) immediately without notice pursuant to section 314 of the German Civil Code (BGB).

4.6.5. The [Customer](#) shall promptly [Notify](#) any violations of this clause to [FLOCERT](#). It can also initiate a respective [Complaints](#) procedure and take appropriate remedial actions. The [Customer](#) shall also provide written confirmation of compliance with this [Section 4.6](#). ("Compliance") upon request.

5. CERTIFICATION FEES AND TERMS OF PAYMENT

5.1. To allow independent operations and cover the cost for all [Certification Services](#), [Customer](#) service, access to and running the relevant [Tools](#), [FLOCERT](#) issues [Fairtrade Certification Fees](#) to the [Customer](#).

5.1.1. The [Fairtrade Certification Fees](#) consist of:

5.1.1.1. a one-off [Application Fee](#) and

5.1.1.2. an annual [Fee](#).

In addition, where applicable:

5.1.1.3. follow-up [Audit Fees](#);

5.1.1.4. [Exception Fees](#);

5.1.1.5. cancellation [Fees](#) and

5.1.1.6. social indicator [Fees](#);

or any other [Fairtrade Certification Fee](#) introduced by [FLOCERT](#). Details of its calculation are set out under the [Fee System](#), as amended by [FLOCERT](#) from time to time. [FLOCERT](#) also provides a [Fee](#) calculator on its website, based on which the [Customer](#) can make a calculation of the potential [Fees](#) that can incur. The [Customer](#) acknowledges and agrees that any [Fee](#) indicated in the [Fee](#) calculator shall be non-binding and given without any warranty. For the sake of clarity, an invoice can be issued in advance of the [Certification Service](#) rendered.

5.2. All [Fees](#) are exclusive of value added tax and/or other applicable taxes, which shall be paid by the [Customer](#), i.e. payments to [FLOCERT](#) have to be grossed up without any deductions of taxes at the country of the remitter.

5.3. The [Application Fee](#) is due and payable in advance within fourteen (14) days after receipt of the [Application Package](#).

5.4. The annual [Certification Fee](#) covers a period of twelve (12) months. It is due and payable every twelve (12) months within thirty (30) days after receipt of the respective invoice.

5.5. All other [Fees](#) shall be payable within thirty (30) days after issue of the respective invoice.

5.6. All invoices can be validly submitted to the [Customer](#) if provided in accordance with [Section 14](#) ("Notice") or - at [FLOCERT](#)'s sole discretion - via a [Tool](#), to the [Contact Person](#) or the email address indicated by the [Customer](#) for invoices, only.

5.7. In case of payment default, [FLOCERT](#) is entitled to default interests in accordance with § 288 German Civil Code (BGB), but in any case to a minimum default rate of interest per year of five (5) percentage points above the basic rate, unless [FLOCERT](#) demonstrates any higher damage. In case the payment default is not remediated in accordance with [FLOCERT](#)'s dunning notice, [FLOCERT](#) can terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) in accordance with [Section 9.3](#). ("Extraordinary Termination") below.

5.8. Any set-off against the accounts receivable of [FLOCERT](#) shall be permitted only if the counterclaim is undisputed, has been recognised by [FLOCERT](#) or has been legally established.

6. INTELLECTUAL PROPERTY

- 6.1. The [Intellectual Property](#) in all documents, materials, information, methodologies made available by [FLOCERT](#), including [Certification Reports](#), [Certificates](#) as well as information provided on [FLOCERT's](#) websites, details about the provisioning, implementation or execution of [FLOCERT](#) services, including communications and other sensitive [Confidential Information](#) provided by [FLOCERT](#) shall remain in the exclusive ownership of [FLOCERT](#). [FLOCERT](#) is granting the [Customer](#) a limited, non-exclusive, revocable and non-transferable right to use the [Fairtrade Certificate](#) in accordance with these [Terms and Conditions for Certification Services](#). [FLOCERT](#) grants no other right to use its [Intellectual Property](#), neither explicitly nor implied.
- 6.2. The [Customer](#) undertakes to respect [FLOCERT's Intellectual Property](#), in particular designs, copyrights, trademarks, trade dresses, databases etc.
- 6.3. The [Customer](#) undertakes to refrain from filing an application for any [Intellectual Property](#), internet domains, social media channels, hashtags etc. in its name that might infringe [FLOCERT's Intellectual Property](#). The [Customer](#) further undertakes not to challenge any of [FLOCERT's Intellectual Property](#).
- 6.4. The [Customer](#) shall use [FLOCERT's Intellectual Property](#) strictly pursuant to [FLOCERT's](#) requirements.
- 6.5. The [Customer](#) confirms that protecting [FLOCERT's Intellectual Property](#) conforms to the interests of both parties. If the [Customer](#) becomes aware of any behaviour that may infringe [FLOCERT's Intellectual Property](#), it shall [Notify FLOCERT](#) immediately.
- 6.6. If the [Customer](#) does not comply with its obligations under this [Section 6](#) ("Intellectual Property"), [FLOCERT](#) can apply any adequate [Certification Sanction](#) and/or terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) in accordance with [Section 9.3](#). ("Extraordinary Termination"). [FLOCERT's](#) further rights, in particular to damages, cease and desist orders or any criminal or administrative penalties by relevant government authorities remain unaffected.

7. COMPLAINT, REVIEW, APPEAL, ALLEGATIONS PROCEDURES

[FLOCERT](#) provides the [Customer](#) and [Third Parties](#) with a procedure to submit to [FLOCERT Allegations, Appeals, Reviews](#) or [Complaints](#).

7.1. RIGHT TO COMPLAINT, REVIEW, APPEAL

7.1.1. The [Customer](#) shall have the right to challenge [FLOCERT's](#) decisions in connection with the [Certification Services](#) and shall have the right to complain on how the service was delivered, about the conduct of a [FLOCERT](#) employee or [FLOCERT Auditor](#). For this, [FLOCERT](#) maintains a process for handling [Complaints, Reviews](#), and [Appeals](#), which can be accessed on the website www.flocert.net. The processes are handled in accordance with the respective standard operating procedures accessible on the website.

7.1.2. The [Customer](#) acknowledges and agrees that the right to [Complaints, Reviews](#), and [Appeals](#) as per [FLOCERT's](#) procedures shall take precedence and must be fully exhausted prior to initiating any further legal actions.

7.2. ALLEGATIONS

7.2.1. The [Customer](#) acknowledges and agrees that, in the interest of ensuring integrity and efficiency of [FLOCERT](#) and [Fairtrade](#), [FLOCERT](#) also established an [Allegations](#) procedure for [Third Parties](#), including

[Fairtrade Organisations](#) which can be accessed on the website www.flocert.net. The process is handled in accordance with the respective standard operating procedures accessible on the website.

7.2.2. The [Customer](#) acknowledges that [FLOCERT](#) will protect the anonymity of an alleged and not disclose its identity to the [Customer](#) or [Third Party](#), unless expressly authorised to do so by the alleged, due to any order of any court of competent jurisdiction or any governmental, judicial, banking, taxation or other regulatory or similar body, or pursuant to any applicable law or regulation legal information, notice and/or publication obligations or official orders.

7.2.3. The [Customer](#) acknowledges and agrees that [FLOCERT](#) shall be entitled to disclose [Confidential Information](#) in relation to an [Allegation](#) as follows:

7.2.3.1. To the party filing an [Allegation](#):

7.2.3.1.1. the status of the [Allegation](#) ([Allegation](#) accepted/rejected);

7.2.3.1.2. the month and year of the investigation;

7.2.3.1.3. the outcome of the [Allegation](#) process ([Allegation](#) substantiated/not substantiated), without providing further details about the findings.

7.2.3.2. To [Fairtrade Organisations](#):

If requested by a [Fairtrade Organisation](#) and in case of a substantiated imminent or existing risk to the integrity and reputation of [Fairtrade](#), [FLOCERT](#) shall be entitled to disclose to the respective [Fairtrade Organisation](#) on a strict need to know basis, based on respective confidentiality agreements:

7.2.3.2.1. the name and [FLO-ID](#) of the [Customer](#);

7.2.3.2.2. the status of the [Allegation](#) ([Allegation](#) accepted/rejected);

7.2.3.2.3. the general measures taken by [FLOCERT in accordance with the applicable standard operating procedure](#);

7.2.3.2.4. the outcome of the [Allegation](#) ([Allegation](#) substantiated/not substantiated), without providing further details about the findings;

7.2.3.2.5. [FLOCERT's](#) final [Certification Decision](#).

7.2.3.3. To [Media Outlets](#):

7.2.3.3.1. If [Media Outlets](#) request [FLOCERT](#) and/or [Fairtrade Organisations](#) information, including [Confidential Information](#), related to an [Allegation](#) or the facts underlying the [Allegation](#), irrespective of whether the information is already accessible to the public, [FLOCERT](#) shall only respond in a reactive manner and provide general information, only, i.e. if an [Allegation](#) has been filed, if [FLOCERT](#) has received information on the alleged [Non-Conformities](#) against the [Customer](#) and the general steps that have or will be taken in accordance with [FLOCERT's](#) standard operating procedures for [Allegations](#).

7.2.3.3.2. The [Customer](#) acknowledges and agrees that information provided as per [Section 7.2.3.3.1.](#) above might be made publicly available by the respective [Media Outlet](#). Furthermore, the [Customer](#) acknowledges and agrees that [FLOCERT](#) might, to the extent necessary, also provide clarifications relating to any potential misconception about [FLOCERT](#) and its procedures.

7.2.3.3.3. If more than three (3) [Customers](#) in the same [Product Category](#), function, or region are implicated in an [Allegation](#) which is already in the public, [FLOCERT](#) reserves the right to proactively make accessible to the public aggregated information related to the topic of alleged [Non-Conformities](#), including the general steps in its [Allegation](#) procedure, to protect its reputation. This includes in particular indicating whether [FLOCERT](#) has been made aware of alleged [Non-Compliances](#), informing about the general steps in [FLOCERT's Allegation](#) and [Certification](#) procedure and sharing aggregated or generic information about the given [Product Category](#), function and region.

7.2.3.3.4. Once an [Allegation](#) investigation is concluded and a [Certification Decision](#) has been made or a [Certification Sanction](#) has been taken, [FLOCERT](#) may reactively respond to information requests from [Media Outlets](#), indicating whether an [Allegation](#) was received, the status of the [Allegation](#) process and the current [Certification Status](#) of the [Customer](#) (certified, suspended, not certified). However, [FLOCERT](#) shall not proactively communicate details of specific [Allegations](#), investigations, or outcomes to the [Media Outlets](#).

7.2.4. [FLOCERT](#) may retain the information received out of or in connection with an [Allegation](#) or an [Appeal](#) as long as it is required due to legal regulations. In case an [Allegation](#) is substantiated (i.e., a [Non-Conformity](#) is confirmed), any subsequent measures shall follow the [FLOCERT's Terms of Use and Privacy Policy](#), as amended from time to time.

8. CONFIDENTIALITY, DATA PRIVACY

8.1. CONFIDENTIALITY

8.1.1. Unless stipulated otherwise in the [Fairtrade Certification Framework](#) or these [Terms and Conditions for Certification Services](#) (in particular under [Section 7.2. \("Allegations"\)](#) and hereafter), the [Receiving Party](#) shall keep, and shall ensure that its [Representatives](#) keep, all [Confidential Information](#) secret and confidential.

8.1.2. The [Receiving Party](#) further agrees that it and any [Representatives](#) in receipt of [Confidential Information](#) shall use the same degree of care in protecting the confidentiality of the [Confidential Information](#) as it uses in protecting its own information of a similar type and in any event not less than industry standard measures. The [Receiving Party](#) shall inform any [Representative](#) which receives, or to which it discloses [Confidential Information](#) in accordance with the terms of these [Terms and Conditions for Certification Services](#) of the confidential nature of the [Confidential Information](#).

8.1.3. The [Receiving Party](#) (and its [Representatives](#)) may only disclose the [Confidential Information](#) or portions thereof to those of the [Receiving Party's Representatives](#) who need to know such information for the purpose of fulfilling the contractual relationship between the parties and who are instructed to keep the [Confidential Information](#) confidential in accordance with these [Terms and Conditions for Certification Services](#), are instructed to use the [Confidential Information](#) only for the purpose permitted by these [Terms and Conditions for Certification Services](#), and who agree to be bound by requirements of confidentiality in relation to the [Confidential Information](#) that are substantially similar to requirements contained herein and in the [Fairtrade Certification Framework](#).

8.1.4. The confidentiality obligation shall not apply to information,

8.1.4.1. which was already known to the [Receiving Party](#) or its [Representatives](#) at the time of first disclosure;

8.1.4.2. which was publicly available at the time of disclosure by the [Disclosing Party](#), without this resulting from a breach of confidentiality by the [Receiving Party](#);

8.1.4.3. which the [Disclosing Party](#) has expressly released from confidentiality in writing;

8.1.4.4. which the [Receiving Party](#) or its [Representatives](#) has/have lawfully obtained from other sources without any restriction relating to confidentiality, provided that the disclosure and use of such [Confidential Information](#) does not - to the [Receiving Party's](#) best knowledge - violate any contractual agreements, statutory provisions or official orders;

8.1.4.5. which have to be disclosed due to any order of any court of competent jurisdiction or any governmental, judicial, banking, taxation or other regulatory or similar body, or pursuant to any applicable law or regulation legal information, notice and/or publication obligations or official orders. As far as permissible and reasonably feasible, the [Receiving Party](#) shall inform the [Disclosing Party](#) about this as early as possible and support the [Disclosing Party](#) as reasonably possible to proceed against the duty of disclosure. If, in the absence of a protective order or other remedy or protection or the receipt of a waiver by the [Disclosing Party](#), the [Receiving Party](#) (or its [Representatives](#)) is nonetheless requested or required to disclose the [Confidential Information](#) the [Receiving Party](#) (or its [Representatives](#)) may, without liability hereunder, disclose only that portion of the [Confidential Information](#) which is so requested or required to be disclosed.

8.1.5. The [Customer](#) acknowledges that [FLOCERT](#) may utilize [Confidential Information](#) obtained during the [Certification](#) or [Audit](#) process as [Audit](#) evidence and indication of non-compliance in the assessment of another [Customer](#), whether the respective [Customer](#) is in a direct contractual relationship or not, provided that such use is necessary for the determination of the other [Customer's](#) compliance or non-compliance with the [Certification Framework](#). [FLOCERT](#) shall, as far as reasonably necessary and possible, anonymise the [Confidential Information](#) used or keep [Customer's](#) identity confidential.

8.1.6. [FLOCERT](#) may retain [Confidential Information](#) as long as it is required for the contractual relationship between the parties, and as set out under these [Terms and Conditions for Certification Services](#), and/or the [Fairtrade Certification Framework](#), [FLOCERT's Terms of Use and Privacy Policy](#), or applicable law.

8.2. DISCLOSURE TO FAIRTRADE

8.2.1. The [Customer](#) acknowledges and agrees to the disclosure of [Confidential Information](#) to [Fairtrade Organisations](#), which are themselves bound by respective non-disclosure agreements, as follows:

8.2.1.1. to fulfil the obligations out of or in connection with these [Terms and Conditions for Certification Services](#), including any obligations ensuring maintenance of [FLOCERT's](#) status as a conformity assessment body resulting from the [Fairtrade Rules for Assurance Providers](#) or ISO 17065 requirements,

8.2.1.2. the [Audit Full Report](#),

8.2.1.3. to [Fairtrade International](#) to the extent necessary for the operation, maintenance and development of the [Fairtrade Certification Framework](#), ensuring integrity, feasibility and functionality (e.g. programme supervision, performance monitoring), [Complaint](#) processing, [Sanctions](#)/integrity cases, statistical/qualitative evaluations for further development of the [Fairtrade Standards](#), as well as potential adaptations of any other elements of the [Fairtrade Certification Framework](#) in particular [Fairtrade Premiums](#), [Minimum Prices](#) paid or received, and understand their use and impact on [Producers](#),

8.2.1.4. to [Fairtrade International](#), for the purpose set out under 8.2.1.3., disaggregated transaction data reported by the [Customers](#) in [Fairtrade](#) for the purpose of mapping the [Producer](#) origin to the organisations within the same [Fairtrade](#) supply chain,

8.2.1.5. if the [Customer](#) is a [Producer](#), [FLOCERT](#) may make available the [Audit Closing Report](#) to the [Producer Network](#) responsible for the [Customer's](#) region to allow the [Producer Network](#) to support the [Customer](#) with defining and implementing adequate corrective measures,

8.2.1.6. upon request and in an aggregated or anonymised form, the data included in the [Audit Full Reports](#) and/or additional data included in the [Tools](#) for [Decertified Customers](#).

8.2.2. [FLOCERT](#) shall only disclose such [Confidential Information](#) that is necessary for the purpose (data minimisation) and wherever possible, only in an aggregated or anonymised form. Where raw data needs to be disclosed, they will be subject to strict access controls. In case the [Confidential Information](#) includes [Personal Data](#), such data will be processed according to the [FLOCERT's Terms of Use and Privacy Policy](#) as amended from time to time.

8.2.3. The [Customer](#) instructs [FLOCERT](#) to disclose, on behalf of [Customer](#), such [Confidential Information](#) to [Fairtrade International](#) as requested by [Fairtrade International](#) to the [Customer](#), provided such disclosure is set out in the [Fairtrade Certification Framework](#) or in an agreement between [Customer](#) and [Fairtrade International](#).

8.3. [EXCEPTIONAL DISCLOSURE TO THIRD PARTIES](#)

8.3.1. The [Customer](#) acknowledges and agrees that, in addition to Section 7.2. ("Allegations") [FLOCERT](#) may disclose [Confidential Information](#) to [Third Parties](#) in [Exceptional](#) cases if such disclosure is required to protect the integrity and good reputation of [FLOCERT](#) and/or the [Fairtrade System](#). In such a case [FLOCERT](#) may, without liability hereunder, disclose only that portion of the [Confidential Information](#) which is required to be disclosed for the afore mentioned purpose.

8.4. [DATA PROTECTION/ DATA PRIVACY](#)

8.4.1. Both parties shall comply with all applicable data protection laws and regulations. They shall ensure that [Personal Data](#) is processed lawfully, fairly, and transparently, and shall implement appropriate technical and organizational measures to protect [Personal Data](#) against unauthorized or unlawful processing, accidental loss, destruction, or damage.

8.4.2. Specifically, [FLOCERT](#) may process [Personal Data](#) to the extent required to render the [Certification Services](#). The [Customer](#) shall ensure that [FLOCERT](#) can lawfully process any [Personal Data](#) required to perform its [Certification Services](#). It shall on behalf of [FLOCERT](#) refer employees and contractors of the [Customer](#) to the [FLOCERT's Terms of Use and Privacy Policy](#), as required under Articles 13 and 14 of the General Data Protection Regulation (GDPR). The [Customer](#) must ensure that this reference is made clearly and prominently, in accordance with any instructions from [FLOCERT](#) (e.g. by providing a link or printed reference to [FLOCERT's Terms of Use and Privacy Policy](#)). Upon request, the [Customer](#) shall provide [FLOCERT](#) with evidence that the reference has been properly made.

9. [TERM AND TERMINATION](#)

9.1. [COMMENCEMENT AND TERM](#)

9.1.1. These [Terms and Conditions for Certification Services](#) enter into force on the confirmation of acceptance and shall remain valid until the end of a [Certification Cycle](#), unless the [Customer](#) gets a [Re-Certification](#), in which case these [Terms and Conditions for Certification Services](#) shall continue in force until the end of the next [Certification Cycle](#) and so on, if not terminated earlier in accordance with these [Terms and Conditions for Certification Services](#).

9.2. ORDINARY TERMINATION

9.2.1. The [Customer](#) can terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) with a three (3) months' prior [Notice](#) to the end of a calendar month.

9.2.2. [FLOCERT](#) can terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) with a three (3) months' prior [Notice](#) to the end of the [Certification Cycle](#).

9.2.3. Both parties can terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) in accordance with Section 15 ("Force Majeure").

9.3. EXTRAORDINARY TERMINATION

9.3.1. Either party can terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) for good cause in accordance with § 314 of the German Civil Code (BGB), if the party terminating the contractual relationship underlying these [Terms and Conditions for Certification Services](#) cannot reasonably be expected to continue the business relationship with the other party taking into account all circumstances and the interests of both parties ("[Good Cause](#)").

9.3.2. In particular the following shall be a [Good Cause](#) for termination for [FLOCERT](#):

9.3.2.1. in case of [Decertification](#);

9.3.2.2. the [Customer](#) provides incorrect, incomplete or misleading information during a [Certification](#), makes faulty assertions in relation to the [Certification](#) or uses the [Fairtrade Certificate](#) or the [FLOCERT](#) name or mark in any misleading or unlawful manner;

9.3.2.3. the [Customer](#) is in breach of Section 4.1.5. (information request) Section 4.3. ("Duty to Inform"), Section 4.4. ("Use of Certificate"), Section 4.6. ("Compliance"), and 6. ("Intellectual Property");

9.3.2.4. breach of any payment obligations in accordance with Section 5 ("Certification Fees and Terms of Payment");

9.3.2.5. the [Customer](#) materially and/or constantly breaches its provisions arising out of or in connection with these [Terms and Conditions for Certification Services](#);

9.3.2.6. if the [Customer](#) gets into financial difficulties, becomes insolvent, an application for the opening of insolvency proceedings has been filed against the [Customer](#), such an application has been rejected due to a lack of assets, enforcement proceedings against the [Customer](#) have been unsuccessful, or enforcement measures against the [Customer](#) have been initiated and have not been revoked within a month (e.g., setting aside of a seizure);

9.3.2.7. in case of any sale or lease of a [Certificate](#) or [Customer's](#) business underlying a [Certificate](#), sale or lease of [Customer's](#) assets or substantially all of its assets, in particular [Fairtrade Contracts](#), to a [Third Party](#).

9.4. TERMINATION IN CASE OF FEE ADJUSTMENT

In case of a [Fee](#) adjustment the [Customer](#) can terminate the contractual relationship underlying these [Terms and Conditions for Certification Services](#) by respectively [Notifying FLOCERT](#) of the termination within fourteen (14) calendar days prior to the effective date of the [Fee](#) adjustment (cut-off date). The termination shall be effective on the effective day of the [Fee](#) adjustment.

9.5. CONSEQUENCES OF TERMINATION

9.5.1. Termination shall result in the Customer losing its status as a certified Producer or Trader, leading to an automatic Decertification, i.e. as of the date of termination the Customer shall immediately stop trading products as Fairtrade Products, it shall not be allowed to sign any new Fairtrade Contracts nor fulfil existing Fairtrade Contracts, as these will not be recognised as Fairtrade Contracts in the evaluation of its Fairtrade Certified trading partners.

9.5.2. The Customer shall also be obliged:

9.5.2.1. to cease using all of FLOCERT's Intellectual Property, and – upon FLOCERT's request provide respective evidence; and

9.5.2.2. to inform without delay its Fairtrade Contract Partners of the loss of its Certification.

9.5.3. Following a termination FLOCERT may make available to the public (e.g., in databases, websites and newsletters) that the Certificate has been withdrawn and also indicate the general reasons of Decertification, e.g., non-compliance.

9.5.4. The Customer's access to all Tools shall be withdrawn. In case the Customer wishes to download its own data, in particular Audit reports, and other documents related to the Fairtrade Certification it can respectively inform FLOCERT which shall keep the data available for download for a period of twelve (12) months after termination.

9.5.5. FLOCERT shall have the right to keep the Customer's information included in the Tools for the purposes of documentation, Audit, compliance, and the assertion or defence of legal claims, for the last two (2) Certification Cycles but no longer than ten (10) years as of the date of the termination.

9.5.6. In addition to this Section 9.5., the following provisions shall continue in force even after termination until they have become time barred: Section 4.4. ("Use and Communication of Certificates, Certification Reports"), Section 4.5 ("Publication"), Section 6. ("Intellectual Property"), Section 7. ("Complaint, Review, Appeal, Allegations Procedure"), Section 12. ("Indemnification") Section 17. (Applicable Law, Jurisdiction), and for a period of five (5) years after termination date: Section 8. ("Confidentiality, Data Privacy"), Section 10. ("Re-Application, New Application"), and any other clause required to give effect to the intention of the parties.

10. RE-APPLICATION, NEW APPLICATION

10.1. After Decertification or denial of Certification the Customer may re-apply to become Fairtrade Certified under the conditions set out in the Fairtrade Certification Framework. For this purpose, FLOCERT is entitled to use all information, including Confidential Information obtained during the provision of the previous Certification Services, in particular Audit Reports, Non-Conformities etc. in particular all information included in the Tools to evaluate the Re-Application as well as the compliance with Re-Application conditions.

10.2. The same shall apply in case of FLOCERT's consent to a transfer of the Terms and Conditions for Certification Services to a successor of the Customer.

10.3. In order to prevent any circumvention of the Fairtrade Certification Framework, in particular the correction of unresolved prior Non-Conformities, payment of outstanding Fairtrade Premiums etc., FLOCERT has the right to apply to the Customer the procedure of a Re-Application after Decertification or denial of Certification, in case FLOCERT has sufficient indications (e.g. same site, significant overlap in management, employees, owners, Ultimate Beneficial Owner etc.) that the Customer is the successor of a previously Decertified organisation or an organisation which has been denied Certification.

11. LIABILITY

11.1. [FLOCERT's](#) liability for damages, regardless of the legal basis, including but not limited to breach of contractual obligations and tort, shall be limited as follows:

11.1.1. [FLOCERT](#) shall not be liable for damages caused by slight negligence, except in cases of breach of essential contractual obligations (cardinal obligations). Cardinal obligations are those obligations whose fulfilment is essential for the proper execution of these [Terms and Conditions for Certification Services](#) and on whose compliance the [Customer](#) may regularly rely.

11.1.2. In cases of breach of essential contractual obligations, [FLOCERT](#) shall be liable only for the foreseeable damage typical for the [Contractual Relationship](#).

11.2. The limitations of liability shall not apply to:

11.2.1. Damages resulting from injury to life, body, or health caused by a negligent breach of duty by [FLOCERT](#) or an intentional or negligent breach of duty by a legal [Representative](#) or vicarious agent of [FLOCERT](#);

11.2.2. damages caused by gross negligence or intent.

11.3. Notwithstanding Section 11.1. and Section 11.2. [FLOCERT](#) shall not be liable for any mistakes in the [Fairtrade Standards](#) or misinterpretation of the [Fairtrade Standards](#), as long as the interpretation was reasonable.

11.4. Notwithstanding any [Certification](#) or [Certification Service](#) provided, the liability for any legal, regulatory or comparable compliance remains at the [Customer](#).

11.5. [FLOCERT's](#) liability for damages arising out of or in connection with the issuance, refusal or withdrawal of a [Certification](#) is limited to five (5) times the annual [Certification Fee](#), up to a maximum of 50,000.00 EUR, except in cases of intent and gross negligence as well as injury to life, limb or health. Any further liability, in particular for atypical or remote consequential damages, including loss of profit, is excluded.

11.6. If the [Customer](#) has contributed to the occurrence of the damage through its own fault, the principles of contributory negligence shall apply, and the [Customer](#) shall bear the corresponding share of the damage.

11.7. Claims by the [Customer](#) for breach of contractual obligations, in particular claims for damages, shall become time-barred within two (2) years of the start of the statutory limitation period. This reduction in the limitation period shall not apply to claims based on intent or gross negligence, injury to life, limb or health, or claims under German Product Liability Act.

11.8. For the avoidance of doubt, the limitation of liability according to this Section 11 ("Liability") also applies to breaches of duty by or for the benefit of persons for whose fault [FLOCERT](#) is responsible pursuant to the statutory provisions and to any personal liability of executive bodies, [Experts](#), [Auditors](#), employees, and [Representatives](#) of [FLOCERT](#).

12. INDEMNIFICATION

12.1. The Customer shall indemnify and hold harmless FLOCERT, its executive bodies, Experts, Auditors, employees, vicarious agents and Representatives, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's Fees) arising out of or in connection with any Third Party claims related to products produced, sold, traded, brought to the market or the like by the Customer that were subject to the Certification Services by FLOCERT. This indemnification obligation shall not apply to the extent that the damage was caused by a breach of contractual obligations by FLOCERT, in particular in the performance of the Certification Services.

12.2. The indemnification obligation shall include, but not be limited to, claims based on:

12.2.1. Product liability.

12.2.2. Breach of statutory or regulatory requirements.

12.2.3. Any other legal grounds under which Third Parties may assert claims against FLOCERT e.g. due to defects in the products.

12.3. FLOCERT shall promptly Notify the Customer of any Third Party claims and provide the Customer with reasonable assistance, at the Customer's expense, in defending such claims. The Customer shall have the right to assume the defence of any such claim, provided that FLOCERT shall have the right to participate in the defence with counsel of its own choosing at its own expense.

12.4. The Customer shall not settle any Third-Party claim without the prior written consent of FLOCERT, which consent shall not be unreasonably withheld or delayed.

13. AMENDMENTS

13.1. FLOCERT is entitled to modify, update or, amend these Terms and Conditions for Certification Services unilaterally at any time to reflect changes in the Certification Services, changes in the Fairtrade Certification Framework, legal requirements, prices or other relevant factors, provided that such amendments do not materially alter the contractual equilibrium or the essential rights and obligations of the Customer. FLOCERT shall Notify such amendments to the Customer in accordance with Section 14 ("Notice") and indicate a reasonable transition period until when the amendments shall become effective. If no specific transition period is mentioned, the amendments shall become effective within a period of three (3) months from the date of Notice.

13.2. In case the Customer does not agree to an amendment, it has the right to terminate the contractual relationship underlying these Terms and Conditions for Certification Services in accordance with Section 9.4. ("Termination in case of Fee Adjustment").

14. NOTICES

To become binding on the other party Notices under these Terms and Conditions for Certification Services shall be made in text form, optionally also as a PDF scan as an attachment and delivered by email or physically delivered by express certified or registered mail (with evidence of delivery provided), or by commercial express courier (with tracking and delivery confirmation provided), always indicating the Customer's FLO-ID -for FLOCERT also as a pop up in a Tool, to the addresses below:

To the Customer:

[Contact Person](#) or, at [FLOCERT's](#) choice, to the [Customer's](#) official [Representatives](#) indicated in the [Tool](#).

To FLOCERT:

[FLOCERT](#) GmbH
Operations
Bonner Talweg 177
53129 Bonn
Email: flocert@flocert.net

and/or - for [FLOCERT](#) - to another addressee or to another address, provided that this is [Notified](#) by the respective party in accordance with the provisions of this [Section 14](#) ("Notices").

[Notices](#) by email shall be deemed delivered at the time of transmission. [Notices](#) delivered by [FLOCERT](#) via pop up in a [Tool](#) shall be deemed delivered within seven (7) days. [Notices](#) given in physical form shall be deemed delivered when actually delivered or at such time as service is refused or prevented by the addressee at the time of service.

15. FORCE MAJEURE

15.1. No party shall be liable to the other party for any damage due to default or omission in any fulfilment under these [Terms and Conditions for Certification Services](#) if such default or omission is attributable to any events of [Force Majeure](#).

15.2. If such an event of [Force Majeure](#) occurs, the party affected by it shall be obliged to inform the other contracting party in text form about the occurrence of the event and the consequences of its impairment of performance without undue delay, at the latest within fourteen (14) calendar days of becoming aware of it.

15.3. If any event of [Force Majeure](#) prevents or delays fulfilment of any obligation within the framework of these [Terms and Conditions for Certification Services](#) by more than sixty (60) days, both parties shall be entitled to terminate the [Terms and Conditions for Certification Services](#) by providing a thirty (30) days prior [Notice](#).

16. MISCELLANEOUS

16.1. Any transfer of these [Terms and Conditions for Certification Services](#) in whole or on part to a [Third Party](#) requires the other party's prior written approval.

16.2. Should any provision of these [Terms and Conditions for Certification Services](#) be or become invalid, unenforceable, or void, this shall not affect the validity of the remaining provisions. The invalid, unenforceable, or void provision shall be replaced by a valid and enforceable provision that most closely reflects the economic intent of the original provision. If such a replacement is not possible, the invalid, unenforceable, or void provision shall be deemed severed from these [Terms and Conditions for Certification Services](#), and the remaining provisions shall continue in full force and effect.

16.3. Any translation of these [Terms and Conditions for Certification Services](#) into any other language, whether offered by [FLOCERT](#) or obtained otherwise, shall be for convenience only. In all cases, this English

version shall prevail. All legal terms used in the English language shall be understood and interpreted in accordance with German law.

16.4. References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these [Terms and Conditions for Certification Services](#).

16.5. These [Terms and Conditions for Certification Services](#) shall be fully and exclusively applicable to the contractual relationship, and shall substitute any previous agreements, terms and conditions etc. between the parties.

16.6. In case of any discrepancies between the main body of these [Terms and Conditions for Certification Services](#) and its Annexes, the regulations in the main body of these [Terms and Conditions for Certification Services](#) shall prevail when it comes to the clauses and definitions reflected herein, for all other matters, the Annexes shall prevail.

17. APPLICABLE LAW, JURISDICTION

17.1. These [Terms and Conditions for Certification Services](#) and all issues related to fulfilment, validity and interpretation shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Law.

17.2. The exclusive place of jurisdiction for all disputes arising from or in connection with these [Terms and Conditions for Certification Services](#) shall be the competent courts of Bonn, Germany. The parties may agree on a special (e. g. commercial) court in Germany that allows proceedings in English language. [FLOCERT](#) reserves the right to take legal action against the [Customer](#) at the latter's registered place of business.

17.3. In case either party intends to launch any legal action before the state courts, the initiating party shall [Notify](#) the other party hereof at least three (3) weeks in advance.

17.4. If the [Customer](#) does not have its registered seat in the Federal Republic of Germany, the [Customer](#) shall, upon request of [FLOCERT](#), appoint a duly authorized agent for service of process (*Zustellungsbevollmächtigter*) with a registered address in Germany. The appointment shall be made in text form and shall remain valid for the entire duration of the contractual relationship and for any disputes arising out of or in connection with it.

17.5. Should the [Customer](#) achieve a favourable judgment before the state courts based on conceptionally new factual or legal [Allegations](#) which the [Customer](#) has not raised during an [Appeal](#), [Review](#) or [Complaints](#) procedure, the [Customer](#) shall reimburse [FLOCERT's](#) costs of litigation including but not limited to the court [Fees](#) and reasonable legal [Fees](#) incurred by [FLOCERT](#) (as a minimum the statutory [Fees](#)).

ANNEX 1: DEFINITIONS

Allegation: a statement of assertion or assertions by a [Third Party](#) against a [Customer](#) holding a [Fairtrade Certificate](#) or being in the process of applying for a [Certificate](#) (applicant) claiming that this [Customer](#) is non-compliant with applicable [Fairtrade Standards](#) or is in breach of policies or other contractual obligations with FLOCERT.

Appeal: an official request by the [Customer](#) to revoke or reverse a [Certification Decision](#) in accordance with FLOCERT's dedicated procedures.

Application Fee: consideration to be paid upon initiation of the application process, covering costs for processing of the application. [Application Fees](#) are independent of the commercial function, number of products or organisational setup of the applicant and are non-refundable.

Application Package: a compilation of information documents relevant for the specific applicant to a [Fairtrade Certification](#), including a form in which the applicant needs to provide certain information.

Assurance Tools and Process: tools and processes used to provide [Assurance](#) against [Fairtrade Standards](#) such as [Audits](#), and all processes connected to the execution of the respective tools, as in particular set out under the [Fairtrade Assurance Rules and Guidelines](#).

Audit: process within the [Certification](#) to gather evidence, aimed at assessing fulfilment of certain standards by the [Customer](#) and/or a product manufactured or traded by the [Customer](#), as demonstrated by them. [Audits](#) can take place at the [Customer's](#) place of business and/or remotely, as well as with and without announcement.

Audit Closing Report: the written report outlining [Non-Conformities](#) identified during the [Audit](#), signed by the [Auditor](#) and the [Customer](#) after execution of the [Audit](#).

Audit Full Report: the final [Audit](#) report provided by FLOCERT after the [Certification](#) is finished under the title "Audit Full Report" in the [Tools](#) displaying a summary of the [Audit](#) results. It also provides a detailed breakdown of any [Non-Conformities](#) that might have been identified during the [Audit](#) together with the corrective measures that have been implemented to correct them.

Auditor: a person duly qualified to carry out [Audits](#) on behalf of FLOCERT.

Certificate or Fairtrade Certificate: document issued by FLOCERT confirming the compliance of the [Customer](#) according to the [Fairtrade Certification Framework](#) and stating the scope and period of validity. A valid [Certificate](#) serves as an approval for trading in [Fairtrade Products](#).

Certification or Fairtrade Certification: a product [Certification](#) system where social, economic and environmental aspects of production are certified against [Fairtrade Standards](#) for [Producers](#) and [Traders](#).

Certification Cycle: the period from the point of initial [Certification](#) to [Re-Certification](#), or from [Re-Certification](#) to the following [Re-Certification](#). The [Certification Cycle](#) ends with the [Re-Certification](#) or expiry of the [Certificate](#), whichever comes first.

Certification Decision: decision taken by FLOCERT made on the basis of a previous evaluation of [Audit](#) results, or assessment of other compliance status-related facts. A [Certification Decision](#) directly affects [Customer's Certification Status](#).

Certification Documents: any document related to the [Certification](#) (e.g., [Certificate](#), [Audit](#) reports, closing reports, [Certification Decision](#) letters, [Appeal](#)s letters, correspondence, contracts etc.).

Certification Report: any report issued by FLOCERT in the course of the [Certification Process](#) forming the basis for a [Certification Decision](#).

Certification Process: process applied by FLOCERT to verify compliance with applicable Fairtrade Standards by the Customer including the Compliance Criteria. The Certification Process consists of several sub-elements (e.g., Audits) and is described in the Fairtrade Assurance Manual.

Certification Sanctions: are Sanctions imposed by FLOCERT in the Certification Process as a consequence of a Non-Conformity, i.e. the Customer could not prove compliance with the Fairtrade Standard or applicable Compliance Criteria. Certification Sanctions include financial Sanctions, cancellation of Permission to Trade/denial of Certification, suspension of Permission to Trade or suspension of Certificate, Decertification.

Certification Services: is the entirety of the Certification Processes and outputs, including Customer service and provision of access to relevant Tools and platforms.

Certification Status: is Customer's status regarding its Fairtrade Certification, i.e. having a valid Certificate, being suspended, Decertified.

Compliance Criteria: a transcription of Fairtrade Standard Requirements binding guidance documents and FLOCERT Certification rules into verifiable control points used in Audits to assess compliance and document Audit results.

Complaint: an official Complaint by the Customer expressing its dissatisfaction with the quality of the services delivered by FLOCERT in accordance with FLOCERT's dedicated Complaints procedures.

Confidential Information: any and all information of whatever nature (whether stated to be confidential or not) relating to the parties and which was or will be made available to the Receiving Party by the Disclosing Party in relation to the Contractual Relationship, i.e. all business, financial, technical or other information, in particular information concerning methods, the basis of contracts, Customer relationships, pricing, procedures, facts, know-how or tools, which were or will be provided by the respective Disclosing Party to the respective Receiving Party orally, in writing, by way of presentations or in other way in connection with the Certification Services, irrespective of the nature of the information (including, for example, drawings, films, paper documents, electronic storage media, electronically readable data); which is prepared by the respective Receiving Party using Confidential Information of Disclosing Party.

Conflict of Interest: a situation in which an individual or organisation has multiple interests, one of which may corrupt or influence the motivation or decision-making process of that individual or organisation. This arises in particular when: (i) an individual's personal interests (financial, familial, or otherwise) conflict or potentially conflict with their professional responsibilities or the interest of the organisation they represent; (ii) there are competing obligations or loyalties that could potentially impair the individual's objectivity or lead to biased decision-making; (iii) the conflict is not disclosed and/or could undermine trust and integrity in the professional relationship, and in particular in the contractual relationship and/or the provision of the Certification Services.

Contact Person: is the person nominated by the Customer, being vested with full power of representation as further set out under Section 4.2. ("Contact Person"). In the Tools referred to as "FLOCERT Primary contact".

Customer: is the party entering into these Terms and Conditions for Certification Services with FLOCERT.

Decertified/Decertification: is the withdrawal of a Certificate as a consequence of Non-Conformity, i.e. the Customer could not prove compliance with the Fairtrade Standard or other applicable standard or as a consequence of a termination of these Terms and Conditions for Certification Services.

Deputy Contact Person: is the person nominated by the Customer, being vested with full power of representation as further set out under Section 4.2. ("Contact Person")

Disclosing Party: is a party to the Contractual Relationship (incl. its Representatives) disclosing Confidential Information to the other party and/or its Representatives.

Exception: are deviations from [Fairtrade Standard Requirements](#) that may be granted in line with the [Fairtrade International Exceptions Policy](#).

Experts: a person or entity engaged by [FLOCERT](#) to carry out or support with the provision of the [Certification Services](#), including [FLOCERT](#)'s subsidiaries, [Auditors](#), advisors etc.

Fairtrade: is [Fairtrade](#)'s collaborative reporting and [Assurance](#) platform available for all [Fairtrade](#) certified supply chain actors. It captures [Fairtrade](#) transaction data (volumes, Price and Premium) and enables users to collaborate in the reporting and verification of information via virtual handshakes.

Fairtrade: relates to all or part of the activities of [Fairtrade International](#), [Fairtrade Producer Networks](#), [National Fairtrade Organisations](#) and [Fairtrade marketing organisations](#). The term '[Fairtrade](#)' also describes the product [Certification](#) system maintained by [Fairtrade International](#).

Fairtrade Assurance – Rules and Guidelines or Fairtrade Assurance Manual: [Certification](#) system including processes for application, [Audit](#), [Certification](#) as well as underlying rules and principles based on the [Fairtrade Standards](#).

Fairtrade Certification Fee or Certification Fee or Fee: consideration to be paid by the [Customer](#) to [FLOCERT](#) for the [Certification Services](#) as further set out under Section 5 ("[Certification Fees](#)").

Fairtrade Certification Framework: means all documents provided by [Fairtrade International](#) and as listed in Annex 3.

Fairtrade Contract: Any sales and purchase contracts of [Fairtrade Products](#) between two [Fairtrade Certified](#) parties.

Fairtrade International: Fairtrade Labelling Organizations International e.V., a non-profit multi-stakeholder organisation focused on promoting [Producers](#) and providers in developing countries through trade. [Fairtrade International](#) offers the leadership, tools and services required to connect [Producers](#) and consumers, promote fairer trading conditions and work towards sustainable livelihoods. It is the legally registered in the association's register at the local court in Bonn under registration number VR 7795.

Fairtrade Minimum Price: the [Fairtrade Minimum Price](#) (where it exists) is the minimum price that must be paid by buyers to [Producers](#) for a product to become certified against the [Fairtrade Standards](#).

Fairtrade Organisation: is [Fairtrade International](#) and all of its member organisations as well as 100% subsidiaries (e.g., [FLOCERT](#)). This currently includes [Fairtrade International](#), [FLOCERT](#), [Fairtrade Producer Networks](#) and [National Fairtrade Organisations](#).

Fairtrade Premium: an additional amount of money paid on top of the selling price to workers and farmers that shall be used, according to their preferences, to improve their social, economic, and ecological conditions.

Fairtrade Products: products manufactured, processed and traded within the framework of a valid [Certificate](#) acc. to applicable [Fairtrade Standards](#).

Fairtrade Rules for Assurance Providers: document issued by [Fairtrade International](#) setting out the rules and requirements for certification bodies and licensing bodies certifying or licensing in accordance with the [Fairtrade Standards](#).

Fairtrade Supply Chain: includes [Fairtrade](#) certified/verified operators that sell and buy [Fairtrade Products](#). It starts with supply chain actors involved in the production of [Fairtrade](#) eligible product and ends with consumer-ready products which are not transformed or repacked any further before sale to the consumer.

Fairtrade Standards: compliance standards set by [Fairtrade International](#) that [Producer](#) or [Trader](#) have to comply with in order to become Certified.

Fairtrade Standard Requirements: specify the rules that any actor wishing to achieve [Fairtrade Certification](#) must adhere to.

Fairtrade Volumes: Sum of products traded as [Fairtrade](#) within a given period of time.

Fee System: is the methodology according to which the [Fees](#) for the [Certification Services](#) are being calculated for the individual [Customer](#).

FLOCERT: is [FLOCERT GmbH](#), a German limited liability company, registered at the local courts of Bonn under HRB 12837, with its registered offices at Bonner Talweg 177, 53129 Bonn-

FLOCERT Customer Service Desk: Is a service desk maintained by [FLOCERT](#) to support [Customer](#) with organisational questions in connection with the [Certification Services](#), accessible under FLOCERT@FLOCERT.net.

FLOCERT Promotional Guidelines: guidelines set up by [FLOCERT](#) defining the correct use of the Trademark, giving guidance on content etc. which need to be complied with when mentioning [FLOCERT](#).

FLOCERT's Terms of Use and Privacy Policy: [FLOCERT's](#) privacy policy as set out under (<https://www.flocert.net/terms-of-use-and-privacy-policy/>)

FLO-ID: A unique identification number assigned by [FLOCERT](#) to all [Customers](#).

Force Majeure: Includes all unforeseeable events as well as events which - as far as they could have been foreseen - are beyond the sphere of influence of the parties. These include in particular, but are not limited to, the following events: Natural disasters such as floods, storm surges, hurricanes and typhoons and other severe weather on the scale of a catastrophe, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics, and infectious diseases (insofar as one has been declared by the WHO or a ministry or a danger level of at least "moderate" has been determined by the Robert Koch Institute), war or warlike conditions, riot, revolution, military or civil coup, insurrection, blockades, authorities and government orders, strikes, lockouts, travel warnings and partial travel warnings issued by the UK Foreign Office.

Goods: Any products, product packaging or the like bearing any of [FLOCERT's](#) or [Fairtrade International's](#) [Intellectual Property](#).

Intact Platform: is the software used to facilitate the [Certification](#) work for [FLOCERT](#) and its [Customers](#). Information on [Certification Status](#), upcoming and conducted [Audits](#) is accessible and the different follow-up steps after [Audits](#) are conducted in the [Intact Platform](#).

Intellectual Property: patents, rights to inventions, copyright and related rights, moral rights, trademarks, artwork, trade names and domain names, rights in goodwill, rights in designs, rights in computer software, database rights, rights in [Confidential Information](#) (including know-how and trade secrets), in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, including, [Standards](#), reports and [Certificates](#).

Media Outlets: journalists, media, international organisations, consumer protection organisations or the like

Non-Conformities: is the non-fulfilment or the lack of proper prove of fulfilment of a specific [Standard](#) requirement.

Non-Payer: Trader in a [Fairtrade Supply Chain](#) that is not responsible for payment of the [Fairtrade Minimum Price](#) nor [Fairtrade Premium](#).

Notification or **Notify:** shall be the official correspondence between the parties as set out under Section 14 ("Notifications").

Observer(s): individuals bound to secrecy taking part in FLOCERT's [Audits](#), such as but not limited to accreditation body [Auditors](#), members, employees, [Representatives](#) of [Fairtrade Organisations](#), authorities, quality management advisors etc.

Official FLOCERT Languages: English, Spanish, French, Portuguese and German

Payer: is a [Trader](#) who is responsible for paying at least the [Fairtrade Minimum Price](#) and the [Fairtrade Premium](#) to the [Producer](#), and to report to the [Certification](#) body (as defined in Annex 1 to the [Fairtrade](#) Trader Standard). In general, the first buyer is the [Fairtrade Minimum Price](#) and [Fairtrade Premium Payer](#). This might vary depending on the [Product Category](#).

Permission to Trade: intermediate and temporary allowance to start trading under [Fairtrade](#) conditions.

Personal Data: is [Personal Data](#) as defined in the General Data Protection Regulation (GDPR).

Producer(s): the term [Producer](#) refers to any type of [Producer](#) set-up as found in the [Fairtrade Standards](#): Hired Labour, Small-Scale [Producer](#) Organisations, Contract Production and Artisanal Small-scale Mining Organisations.

Producer Network: a regional network of [Producers](#) and/or regional associations who work together for their common interest. The focus of those efforts may vary depending on the context. The promotion of dialogue and collaboration is a key [Fairtrade](#) objective, and the [Producer Networks](#) represent their members on the [Fairtrade International](#) Board. Networks include [Fairtrade](#) Africa for the African and Middle East region, CLAC for the Latin American and Caribbean region and NAPP for the Asia and Pacific region. They also exist as "CAN", a cluster of [Fairtrade Producer Networks](#) (CLAC-FTA-NAPP).

Product Category: is the respective [Fairtrade Product](#) Standard classification, such as fresh fruit, cocoa, coffee, etc.

Re-Application: Process of applying for [Fairtrade Certification](#) after previous [Decertification](#) or contract cancellation.

Receiving Party: party to the [Contractual Relationship](#) (incl. its [Representatives](#)) receiving [Confidential Information](#).

Re-Certification: Renewal of a [Fairtrade Certificate](#) after successfully passing a renewal [Audit](#) at the end of a [Certification Cycle](#).

Representatives: persons within and outside their own enterprise to the extent that these persons require the [Confidential Information](#) to duly fulfil their respective duties in the course of the [Contractual Relationship](#):

- the statutory [Representatives](#), members of corporate bodies and employees of the parties, their shareholders and affiliated companies, within the meaning of §§ 15 ff. German Aktiengesetz, which are engaged with the contractual relationship;
- the advisors engaged by the parties for carrying out the contractual relationship, provided that these advisors are subject to a duty of confidentiality; and
- [Third Parties](#), provided that the respective other party has granted its prior written consent to the party wishing to disclose the [Confidential Information](#) to such [Third Parties](#).

Review: An official request by the [Customer](#) to [Review](#) an evaluation decision. [Reviews](#) of evaluation decisions are decided by the [Review](#) Committee. If a decision to suspend [Certification](#) is taken immediately after an [Audit](#), it will be considered a [Review](#) instead of an [Appeal](#), although the decision as such is a [Certification Decision](#).

Sanctioned Person: means any person, whether or not having a legal personality listed on any list of designated persons in application of [Sanctions](#), located in, or organised under the laws of, any country or territory that is subject to comprehensive [Sanctions](#), directly or indirectly owned or controlled, as defined by the relevant [Sanctions](#), by a person referred to above or which otherwise is subject to [Sanctions](#) in the conditions laid down by competent authorities.

Sanctions: means any economic or financial [Sanctions](#), trade embargoes or restrictive measures, as enacted, publicly notified, amended from time to time, administered, or enforced by the United States of America, the United Kingdom, the United Nations, the European Union or one of its present or future Member States, with respect to a given person, any other jurisdiction which has jurisdiction over such person or the respective governmental institutions and agencies or administrative bodies of any of the foregoing jurisdictions responsible for administering, enacting or enforcing economic [Sanctions](#), embargoes or restrictive measures including, without limitation, the Office of Foreign Assets Control of the United States Department of Treasury (OFAC) and the United States Department of State, the United Kingdom Office of Financial [Sanctions](#) Implementation (HM Treasury) and the European Commission, subject to the provisions of Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third jurisdiction and the United Kingdom's Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020.

Terms and Conditions for Certification Services: the main body of these [Terms and Conditions for Certification Services](#), including Annexes 1 and 2 hereto.

Third Party: any person or corporation not being party to the agreement.

Trader(s): An organisation with [Trader Certification](#). It may have either a seller or buyer role in transactions depending on its business relationship with the other party of each particular transaction.

Induction Training: An e-learning training that all new customers that enter the system have to take, to ensure that they enter with a minimum level of knowledge on relevant topics and prevent common mistakes.

Transfer or Transferable: means any act by which ownership, possession, or another right to assets—tangible or intangible, including but not limited to property, claims, securities, rights, or other items of value—is conveyed, assigned, or otherwise transferred from one party to another, whether by sale, assignment, contribution, or any other legal transaction.

Tools: tools, whether digital or otherwise, required for the [Certification Services](#), and/or the provision of documents, or reports and information to [Fairtrade Organisations](#), handled by [FLOCERT](#) and/or [Fairtrade International](#), such as [Intact Platform](#) and [Fairtrace](#).

Ultimate Beneficial Owner (UBO): the individual who ultimately owns, controls, or benefits from the [Customer](#), either directly or indirectly. This person holds the ultimate authority over the [Customer's](#) decisions, finances, or assets. For the purposes of these [Terms and Conditions for Certification Services](#), a [UBO](#) is defined as any individual who: directly or indirectly holds a significant percentage (20% or more) of the capital or voting rights in the [Customer](#); exercises control over the [Customer](#) through other means, such as through a trust, agreement, or arrangement; benefits from the [Customer's](#) assets or profits, even if not directly involved in its management.

ANNEX 2 : REFERENCED STANDARDS AND PROCEDURES

The following documents shall be included by dynamic reference and in their respective latest applicable version as published on the latest [FLOCERT](#) website locations and may also be requested from [FLOCERT](#). [FLOCERT](#) reserves the right to change, complement or delete these documents according to the applicable procedures.

- FLOCERT Promotional Guidelines: <https://www.flocert.net/app/uploads/2023/10/FLOCERT-Promotional-Guidelines.pdf>
- FLOCERT Standard Operating Procedure on Appeal & Review:
<https://www.flocert.net/submit-an-Allegation-Appeal-or-Complaint/>
- FLOCERT Standard Operating Procedure on Allegation:
<https://www.flocert.net/submit-an-Allegation-Appeal-or-Complaint/>
- FLOCERT Standard Operating Procedure on Complaints:
<https://www.flocert.net/submit-an-Allegation-Appeal-or-Complaint/>

ANNEX 3 : FAIRTRADE CERTIFICATION FRAMEWORK

The referenced documents of the current [Fairtrade Certification Framework](#) to be applied by/to the [Customer](#) are listed at their current locations below. They shall be applicable in their respective form as amended by [Fairtrade International](#) from time to time. For the avoidance of doubt, these documents are and remain under [Fairtrade International's](#) exclusive control. [FLOCERT](#) has no influence on the content of these documents and shall neither assume responsibility nor liability.

- General and product-specific Fairtrade Standards and related Interpretation Notes, as made accessible by publication at <https://www.fairtrade.net/standard>
- Fairtrade Assurance Rules and Guidelines, including Certification Sanctions:
<https://www.flocert.net/Fairtrade-Assurance-Manual/>
- Fairtrade Compliance Criteria and complementing documentation at
<https://www.flocert.net/solutions/Fairtrade-resources/compliance-criteria/>

Every [Customer](#) is required to track upcoming and completed changes to the [Fairtrade Certification Framework](#) influencing its [Certification](#) on the [FLOCERT](#) website: <http://www.flocert.net>.