NCS Estonia OÜ's Certification Terms and Conditions

These Certification Terms and Conditions set out the rights and obligations of NCS Estonia OÜ (hereinafter NCSE) and the certified client and the general requirements for certification.

Client – a legal or natural person applying for the certificate.
Certification contract – a contract with the applicable certification conditions.
Certificate – a registration, including the scope of the certification list and any other accompanying lists, registering the issuance of a licence to a client under the terms of a certification contract and confirming the qualification standards under which the client is certified.
System – a certification service or a set of processes and implementation methods consisting of an organisation's structure, responsibilities, activities, resources, and events.
Scheme – requirements set out in the normative documents.
Scheme owner – the organisation responsible for developing and maintaining the certification system.
Conformity assessment – assessment of the client against the standard documents by the certification company.

1. General info

NCSE is an accredited certification company that carries out certification under several regulations and standards, including:

- PEFC forest management;
- PEFC supply chain;
- Conformity assessment of wood products (CE marking);
- ISCC EU and ISCC PLUS;
- SURE-EU.

2. Scope of application

2.1. This document, together with the contract, constitutes the terms and conditions of the certification contract (hereinafter: the contract).
2.2. This document outlines the rights and obligations of NCSE and of the client whose certification systems comply with the schemes that NCSE has certified or intends to certify.
2.3. The certificate issued by NCSE covers only those services provided and/or products manufactured strictly within the scope of the customer system certified by NCSE.
2.4. NCSE shall not be liable for any shortcomings in the customer's products, services, or certification system.

3. Certificate

3.1. Once NCSE has carried out the conformity assessment and the results meet the requirements, a certificate is issued to the customer, which describes the scope of the certification and is valid until a specified date.
3.2. Certificate:
3.2.1. Confirms conformity with the requirements laid down in the normative documents.

4. Intellectual property rights and licences

4.1. The client must not use NCSE documents (excl. valid certificate and conformity assessment documents issued by NCSE).
4.2. Client may use NCSE related marks and symbols during the valid Contract period according to NCSE mark and symbol Requirements. All use of NCSE marks and symbols shall be approved by NCSE before usage.
4.3. NCSE checks the use of markings and documentation. NCSE reserves the right to replace or revoke the right to use the markings, certificates, and audit documents at any time in the event of non-compliance with the terms and conditions or if the contract is terminated for any reason.

5. NCSE's obligations

5.1. NCSE appoints competent qualified auditors to audit and assess the client's certification systems.
5.2. NCSE shall ensure that the conformity assessment is carried out at intervals determined by NCSE or the scheme, so that NCSE maintains confidence in the continuing effectiveness of the certification scheme, but not less frequently than once a year.
5.2.1. NCSE uses the following accredited laboratories to evaluate the product through initial type testing:
- TÜV Eesti OÜ
- SIA „Meža un koksnes produktu pētniecības un attīstības institūts"
- Woodsafe Research and Development AB

5.3. Once the contract has been signed, NCSE will initiate a conformity assessment process based on the requirements and internal procedures of the scheme, resulting in agreed audit days, dates, locations, and team.
5.4. Following the conformity assessment, NCSE will prepare an audit report and non-compliance reports (if applicable).
5.5. Upon successful completion of the conformity assessment, NCSE will issue a certificate accordingly.

6. Client's obligations

The client is obliged:

6.1. To always comply with the requirements of the scheme and keep up to date with changes and ensure they are implemented. The current normative documents are available on the websites of the scheme owners and/or on the websites of the centres for standardisation or from NCSE.

6.2. To comply with all applicable laws, the scheme's requirements (including the terms and conditions notified to the customer within a specified period and any clarifications relating to non-compliances) and the scheme's logos and trademarks.

6.3. To continue to comply with the product requirements of the certified product if the certification applies to ongoing production.

6.4. Not to claim that they meet the requirements of the scheme (in whole or in part) before the certificate has been issued.

6.5. Without undue delay and no later than 14 days from the date of the change, to notify NCSE of any significant changes to their address, contact details, structure, or management (where these changes relate to the implementation of the qualification standards).

6.6. To notify NCSE immediately of any change in the client's ownership or beneficial ownership.

6.7. To notify NCSE immediately if they become aware of any breach or violation of the client's obligations (including under the requirements of the scheme or the scope of certification and the limitations set out in the certificate).

6.8. Not to market or promote as a certified product any product that is not covered by a certificate.

6.9. To provide the audit team with the necessary documentation of their management system for inspection no later than 7 days before the start of the audit (unless agreed otherwise).

6.10. To provide (or obtain permission for) NCSE (including NCSE's subcontractors) to have access to sites, documents, equipment, contractors, and personnel to whom/which access is deemed necessary for the purposes of assessing conformity under the scheme.

6.11. To allow any person appointed by NCSE to participate in the conformity assessment as an observer, unless NCSE accepts the client's reasons for not allowing them to do so.

6.12. To allow NCSE to use the information that has come to their knowledge and to carry out visits at short notice or without prior notice to check conformity with the requirements of the scheme or, for example, in response to complaints received by NCSE or the supervisory authority.

6.13. To record all complaints received about the schemes and/or systems they implement and document the process for their resolution. This information must be disclosed to NCSE if so requested.

6.14. Not to use, for any purpose, any other certification mark, trademark, sign, or indication that is confusingly similar to any scheme logo or trademark or any intellectual property owned by NCSE or the scheme owner.

6.15. To submit their certificate and other official certification documents, or copies thereof, in their entirety only.

6.16. Not to do anything that could bring NCSE's name or reputation into disrepute and not to make any statement about their certification that could be considered misleading or unauthorised.

6.17. In the event of suspension and/or termination of the certificate:

6.17.1. Immediately cease the use of trademarks associated with NCSE and the scheme's owners and stop the sale of products and use of claims suggesting that the products comply with the scheme.

6.17.2. Notify all their existing clients of the suspension or termination of the certificate in writing within three (3) business days (or other period specified by NCSE) of the effective date of the suspension or termination and retain documentation of the notification.

6.17.3. Destroy all electronic and physical copies of the certificates associated with the respective schemes and immediately remove, at their own expense, all claims, trademarks, other names or logos and copyrighted works from products, documents, advertising, and marketing materials. The client must cooperate with NCSE and their accreditation companies to confirm that these obligations have been fulfilled and, where appropriate, a member of the client's board must confirm in writing that all such references and certificates have been destroyed.

6.18. The client undertakes to comply with the requirements of NCSE and/or the scheme owners when referring to the certification or scope of certification of their product/service in communication media (e.g., documents, brochures, or advertisements).

6.19. The client undertakes to make statements relating to the certificate only in accordance with the scope of the certification.

The client agrees to the following:

6.20. NCSE maintains a database of certified clients and, when queried, provides information related to the certificate.

6.21. Publication of information relating to the validity and scope of the certificate on NCSE's website

www.ncsgroup.eu and/or on the website of the scheme owner/manager.

7. Suspension or termination of the certificate

7.1. NCSE has the right to suspend or terminate the client's certificate if:

a. the client's certified products or certification systems still and consistently fail to meet the requirements of the scheme, including the requirements on the effectiveness of the management system.
b. a certified client refuses to carry out conformity assessments at specified intervals.
c. the client unauthorisedly cancels the conformity assessment procedure.
d. the client fails to meet the financial obligations set out in the contract.
e. five or more significant non-conformities are identified during the conformity assessment.
f. the client has not remedied the significant non-conformities within the specified deadline.
g. the client has failed to comply with the requirements for the use of trademarks of NCSE or scheme owners.

7.2. If NCSE deems it necessary, they may, for good cause, notify the client of the intention to suspend or terminate the certificate and give the client an opportunity to remedy the deficiencies within a reasonable period, in NCSE's opinion, before the suspension or termination takes effect.

7.3. If NCSE's accreditation is suspended under any circumstances or NCSE is no longer able to provide the accredited certification service, NCSE shall notify the client thereof within thirty (30) days after the effective date of the reduction, suspension or withdrawal of accreditation and the related certificates shall be suspended ipso facto within six (6) months after the effective date.

8. Appeals and complaints

8.1. Appeals and complaints must be submitted in accordance with NCSE's Complaints Procedure, which is accessible at www.ncsgroup.eu.

9. Sample

9.1. Reports, certificates, or other forms of notification issued by NCSE are based on a conformity assessment carried out on a sample. NCSE does not confirm or claim that all the activities comply with the requirements of the relevant scheme at the time of the conformity assessment, or that they will continue to comply with the requirements of the relevant scheme after the conformity assessment. NCSE will not be liable to the client if the client suffers loss or damage as a result of a discovery that the certification scheme does not comply with the requirements of the scheme.

10. Confidentiality

10.1. Except when required by law, NCSE and the client will treat the following as strictly confidential and will not disclose the following to any third party without each other's prior written consent: information which becomes known to them, their employees, agents or other persons in connection with the contract, provided that this clause shall not apply to information which was lawfully in the possession of that person before the commencement of the negotiations leading to the contract or which was already public information or which becomes public information in the future (other than by breach of this clause) or the disclosure of which is required by law, scheme requirements or accreditation conditions. These confidentiality obligations will remain in force after the termination of the contract.

10.2. The accreditation company shall be granted access to the documentation related to the certification.

10.3. NCSE shall treat information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) as confidential.

11. Assignment

11.1. Neither party may assign the whole or any part of the contract or any of its rights and obligations under it without the prior written consent of the other party.

12. Other provisions

12.1. NCSE reserves the right to unilaterally amend the terms and conditions of this certification contract and to publish the new version of the terms and conditions on NCSE's website www.ncsgroup.eu.

12.2. This document is an annex to the contract.

13. Acceptance

13.1. I acknowledge and accept the Certification terms and conditions.

Name:

Date:

Signature: