



Forest Stewardship Council® 森林管理委员会®

**Group License Agreement for the FSC Certification Scheme**  
森林管理委员会认证计划集团许可协议

Between 协议双方为/\_\_\_\_\_

- (1) FSC Global Development GmbH, Charles-de-Gaulle Str. 5, 53113 Bonn, Germany, represented by the Managing Director, Mr. Kim Bering Becker Carstensen, FSC Global Development GmbH, 地址为 Charles-de-Gaulle Str. 5, 53113 Bonn, Germany, 由董事总经理 Mr. Kim Bering Becker Carstensen 作为法人代表,

-hereinafter/以下简称: 'FSC GD'

and 以及

- (2) Sheck Wah Tong Printing Press Ltd.  
represented by the Managing Director, Mr Chiu Kwok Chu,  
Sheck Wah Tong Printing Press Ltd., 地址為 Blk A-D 1/F, Tung Chong Factory Building,  
653-659 King's Rd North Point, HK, 由董事總經理 Mr Chiu Kwok Chu 作為法人代表,

- hereinafter 'Licensee' 以下简称 “被许可方”

**Preamble /序言**

**Whereas**, the Forest Stewardship Council A.C. (hereinafter 'FSC AC'), with its registered office in Calle Margarita Maza de Juárez # 422, Col. Centro, 68000 Oaxaca, Oaxaca, México, is an international not-for-profit membership organization established to promote responsible management of the world's forests.

鉴于，森林管理委员会（以下简称“FSC AC”），其注册办事处位于 Calle Margarita Maza de Juárez # 422, Col. Centro, 68000 Oaxaca, Oaxaca, México，是一个国际性非盈利会员组织，致力于促进对世界森林资源的负责任管理。

**Whereas**, FSC GD is a company with limited

鉴于，FSC GD 是一家依照德国法律组建的由

liabilities wholly owned by FSC AC and constituted according to German Law: Bonn HRB 15990. FSC GD is operating the FSC Licensing Program which includes the licensing of the FSC Trademarks.

**Whereas**, the FSC International Center GmbH, with registered office at Charles-de-Gaulle Str. 5, 53113 Bonn, Germany, is a is a not-for-profit company with limited liability company wholly owned by FSC AC and constituted according to German Law: Bonn HRB 12589.

**Whereas**, the ASI - Accreditation Services International GmbH, with registered office at Friedrich-Ebert-Allee 69, 53113 Bonn, Germany, is a company with limited liability, wholly owned by FSC AC and constituted according to German Law: Bonn HRB 13790.

**Whereas**, the Licensee is an individual or a legal entity eligible for FSC Certification, and representing another entity or individual or other entities or individuals in accordance with the 'FSC Standard for Group Entities in Forest Management Groups' (FSC-STD-30-005) or according to the 'Chain of Custody Certification of Multiple Sites' (FSC-STD-40-003).

**Whereas**, the Licensee commits to promote the environmentally appropriate, socially beneficial and economically viable management of the world's forests and to dissociate and abstain from unacceptable forest practices and the violation of the Principles and Criteria of the FSC Certification Scheme.

**Whereas**, this Agreement refers to the service/certification agreement (hereinafter 'Certification Agreement') entered into by the Licensee and an FSC accredited Certification Body (hereinafter 'CAB'). FSC GD is willing to grant a non-exclusive license to the Licensee, subject to limitations set forth later herein to use the Licensed Materials in conjunction with its activities as an applicant for FSC Certification and/or as a holder of FSC Certification.

FSC全资所有的有限责任公司，注册编号为 Bonn HRB 15990。FSC GD正在运营FSC的许可项目，包括FSC商标的许可。

鉴于，FSC International Center GmbH，其注册办事处位于 Charles-de-Gaulle Str. 5,53113 Bonn, Germany，是一家依照德国法律组建的由 FSC全资所有的非营利性有限责任公司，注册编号为Bonn HRB 12589。

鉴于，ASI - 认证服务国际股份有限公司，其注册办事处位于Friedrich-Ebert-Allee 69, 53113 Bonn, Germany，是一家依照德国法律组建的由 FSC全资所有的有限责任公司，注册编号为 Bonn HRB 13790。

鉴于，被许可方为符合 FSC 认证的个人或法律实体，并且依照《集团森林管理FSC标准》（FSC-STD-30-005）或《多站点产销监管链认证》（FSC-STD-40-003）代表其他单个或多个实体或个人。

鉴于，被许可方承诺促进世界森林的管理，使其符合环境要求、有益于社会、实现经济可行，拒绝和避免不可接受的森林实践活动或违反 FSC 认证计划的原则和标准。

鉴于，本协议指被许可方与FSC授权认证机构（以下简称“CAB”）共同签署的服务/认证协议（以下简称“认证协议”）。FSC GD 欲授予被许可方非独家许可，授予被许可方根据协议下文规定的限制使用许可材料，进行申请 FSC 认证和/或作为FSC认证持有人开展活动。

兹双方特此同意如下：

Now hereby is agreed:

## 1 Definitions & Interpretations / 定义和释义

- 1.1 **'Agreement'** means this agreement including all its Appendices and the Certification Requirements as may be varied from time to time in accordance with the provisions of this Agreement in its most recent version; 协议指本协议，包括可能根据本协议条款不时修改至最新版本的本协议所有附录和认证要求。
- 1.2 **'Certification Requirements'** contain the following requirements: 认证要求包括以下内容：
- 1.2.1 **'FSC Certification Requirements'** means documents (e.g. certification policies, standards, guidance documents, advice notes and any other documentation) in relation to the FSC Certification System as developed by the FSC Policies and Standard Program required for operating the FSC Certification System in its most recent version; **FSC 认证要求**指与依照FSC政策开发的FSC认证系统和运营FSC认证系统所需的标准计划有关的最新版本文件（如认证政策、标准、指导性文件、通知等任何其他文件）；
- 1.2.2 **'FSC Institutional Documents'** means governance documents (e.g. statutes, by-laws, FSC dispute resolution system and any other documentation) in relation to the FSC Certification Scheme, required for operating the FSC Certification System in its most recent version; **FSC机构文件**指与FSC认证计划有关的，运营FSC认证系统所需的最新版本政府文件（如法规、细则、FSC 争议解决体系等任何其他文件）；
- 1.2.3 **'ISO Requirements'** means documents developed by the International Organization for Standardization (e.g. ISO standards, guidelines and any other documentation) referred to in the FSC Certification Requirements in its most recent version; **ISO 要求**指由国际组织为标准化制定的在FSC 认证要求最新版本中引述的文件（如ISO 标准、指导原则等任何其他文件）；
- 1.3 **'Effective Date'** means the date when a decision or an agreement comes into force; 生效日指决议或协议生效的日期；
- 1.4 **'FSC accredited Certification Body'** means a neutral, Third Party conformance assessment body (CAB) which is appointed by FSC AC to undertake FSC certification audits of applicants for the FSC Certification Scheme and the surveillance of certified Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements; **FSC 授权认证机构**指经 FSC AC 授权，对 FSC 认证计划申请方开展FSC认证审查并根据认证要求对认证的森林管理企业和森林产品企业进行监督的第三方中立一致性评估机构（CAB）。

- 1.5 **'FSC Certification Scheme'** is developed by FSC AC to enable independent third-party certification of environmentally responsible, socially beneficial and economically viable forest management as a market mechanism allowing producers and consumers to identify and purchase timber and non-timber forest products from well-managed forests. The FSC Certification Scheme contains the following programs:
- 1.5.1 **'FSC Certification System'** includes activities with regards to the evaluation and certification of Forest Management Enterprises and Forest Product Enterprises against the Certification Requirements;
- 1.5.2 **'FSC Policy and Standards Program'** includes activities with regards to the development of normative and non-normative documents (e.g. Policies, Standards, Advice Notes) required to operate the FSC Certification Scheme;
- 1.6 **'FSC Database'** is a computer based system containing data about the FSC Certification Scheme (e.g. Certificate Holders, FSC Licensees, etc.), accessible at [www.info.fsc.org](http://www.info.fsc.org);
- 1.7 **'FSC Network'** stands for FSC AC and its subsidiaries including global partners who are promoting responsible management of the world's forest on a local basis and are engaged by and acting under a contractual relationship and confidentiality agreement with FSC AC or one of its further subsidiaries.
- 1.8 **'Licensed Materials'** stands for the FSC Trademarks which are licensed under the Agreement and as set out in Appendix 1.
- 1.9 **'Sublicensee'** means an entity or an individual representing a participating site according to FSC-STD-40-003 or an entity or individual representing a group member according to FSC-STD-30-005;
- 1.10 **'Third Parties'** refers to parties (i.e. persons, organizations, corporations or groups of persons) which are not party to this Agreement;
- 1.11 In the event and to the extent only of any conflict between the sections in this agreement and its
- FSC** 认证计划由 FSC AC 开发，旨在将符合环境要求、有益于社会、实现经济可行的实施森林管理的独立第三方认证发展为市场机制，以使生产商和消费者从管理良好的森林中去辨别和购买木材和非木材性森林制品。FSC 认证计划包含以下方案：
- FSC** 认证体系包括与按认证要求评估和认证森林管理企业和森林产品企业有关的活动；
- FSC** 政策和标准方案包括启用FSC 认证计划所需的标准型和非标准型文件（如政策、标准、通知）的活动；
- FSC** 数据库指包含有关 FSC 认证计划数据（如认证持有人、FSC 被许可方等）的计算机系统，可通过 [www.info.fsc.org](http://www.info.fsc.org) 查询；
- FSC** 网络指 FSC AC 及其子公司，包括依照与 FSC AC 或其任何子公司建立的合约关系或签订的保密协议参与或按该等合约关系或协议行事的在当地致力于推动对世界森林实施负责任管理的全球合作伙伴；
- 许可材料指本协议项下和附录 1 中规定的 FSC 商标；
- 分被许可方指按FSC-STD-40-003代表某一参与方的任何实体或个人，或按FSC-STD-30-005代表某个集团成员的任何实体或个人；
- 第三方指非本协议缔约方的其他各方（如个人、组织、公司或团体）；
- 当本协议条款与本协议附录或认证要求存

Appendices and the Certification Requirements, the Certification Requirements shall prevail.

在冲突时，以认证要求为准。

## 2 FSC Trademark Services / FSC 商标服务

The parties acknowledge that the CAB administers this license relationship on behalf of FSC GD and shall be the first point of contact. The CAB provides the following services:

双方确认，CAB 代表 FSC GD 管理本协议涉及的许可关系，作为第一联系人，并提供以下服务：

2.1 label and logo approvals according to the Certification Requirements;

按照认证要求批准标签和标识；

2.2 Support with regard to the use of the Licensed Materials and access to the Licensed Materials through the Label Generator ([www.info.fsc.org](http://www.info.fsc.org)).

就许可材料之使用提供支持并通过标签生成器 ([www.info.fsc.org](http://www.info.fsc.org)) 访问许可材料。

## 3 Statuses of the Licensee / 被许可方的法律地位

3.1 The Licensee can hold different statuses within the FSC Certification System during the term of this Agreement as follows:

在本协议有效期间，被许可方可拥有以下不同的法律地位：

3.1.1 status as an applicant for FSC certification or holder of a suspended and/or expired FSC certificate;

作为 FSC 认证申请方或已吊销/过期 FSC 认证证书的持有人；

3.1.2 status as holder of a valid FSC certificate which is neither expired nor suspended.

作为未过期、亦未被吊销的 FSC 认证证书的持有人。

3.2 The status of the Licensee according to Section 3.1 depends on independent certification decisions by the CAB which are published in the FSC Database.

根据本协议第3.1条确定的被许可方的法律地位，取决于发布于FSC数据库的CAB做出的独立认证决定。

## 4 License to Use the Licensed Materials /使用许可材料的许可

4.1 FSC GD grants to the Licensee a royalty free, revocable, non-exclusive and non-transferable license to use the Licensed Materials for on-product labeling on certified products and for promotional use worldwide in accordance with the Certification Requirements.

FSC GD 授予被许可方免许可费、可撤销、非独家性、不可转让的许可，以按认证要求将许可材料应用于带有认证标签的产品或用于全球促销。

4.2 The license shall be suspended ipso facto if the Licensee holds a status according to Section 3.1.1 and the license shall come ipso facto into effect at the moment the Licensee holds a status according to Section 3.1.2.

若被许可方处于第3.1.1所述的法律状态，则许可证应被吊销；若被许可方处于第3.1.2条所述的法律状态，则许可证有效。

- 4.3 The Licensee shall have the power to grant only royalty-free, revocable, non-exclusive and non-transferable sublicenses to use the Licensed Materials for on-product labeling on certified products and for promotional use worldwide in accordance with the Certification Requirements to an entity or an individual representing a participating site according to FSC-STD-40-003 or an entity or an individual representing a group member according to FSC-STD-30-005.
- 4.4 Sublicenses shall be suspended ipso facto if the Licensee holds a status according to Section 3.1.1 and the sublicense shall come ipso facto into effect at the moment the Licensee holds the status according to Section 3.1.2.
- 4.5 The Licensee shall use a sublicense agreement acceptable to FSC GD, a copy of which shall be provided to the CAB. It shall include the relevant principles outlined both in this Agreement and in the Accreditation and the Certification Requirements.
- 4.6 The Licensee shall keep proper records and correspondence files in accordance with the Certification Requirements for all sublicenses, and the CAB shall be entitled to inspect and to obtain copies of any such records necessary to verify the circumstances leading to the licensing of any Sublicensee.
- 4.7 FSC AC and FSC GD retain the right to use and/or sublicense the granted rights in any form whatsoever.
- 4.8 In order to avoid any market confusion, while being suspended according to Section 4.2 and 4.4, the Licensee and any and all Sublicensees shall neither be authorized to use the Licensed Material in any form whatsoever including the labeling of products or promotional activities, nor be authorized to reference to the FSC Certification Scheme on websites, catalogues, leaflets, products, etc. as it would be a breach of this Agreement.
- 4.9 FSC GD warrants to the Licensee that FSC AC is the owner of the trademarks as set out in Appendix 1 and that it is entitled by FSC AC to grant to the
- 被许可方应有权授予仅为免许可费、不可撤销、非独家性和不可转让的分许可，以便按FSC-STD-40-003代表某一参与方的任何实体或个人，或按FSC-STD-30-005代表某个集团成员的任何实体或个人按认证要求将许可材料应用于带有认证标签的产品或用于全球促销。
- 若被许可方处于第3.1.1所述的法律状态，则分许可证应被吊销；若被许可方处于第3.1.2条所述的法律状态，则分许可证有效。
- 被许可方应使用FSC GD可接受的可向CAB提供的分许可协议，其内容包括本协议、认证和认证要求中概述的相关规则。
- 被许可方应按所有分许可的认证要求保存适当的记录和通信文件，且CAB应有权检查及获取任何该等记录的副本，以核实导致产生任何分许可的情况。
- FSC AC 和 FSC GD 保留权利以任何形式使用和/或分许可已授予的权利。
- 为避免产生任何混淆，根据第4.2条或第4.4条规定吊销期间，被许可方以及任何和所有分许可方不得以任何形式使用许可材料，包括为产品贴标签或用于促销活动，亦不得在网站、目录、传单和产品上引用 FSC 认证计划，否则将被视为违反本协议规定。
- FSC GD 向被许可方保证，FSC AC为附录 1 所述的商标的所有人，其已获得 FSC AC 的授权授予被许可方本协议中的

Licensee the rights and licenses granted hereby or agreed to be granted.

相关权利和许可或已被同意将被授予本协议中的相关权利和许可。

## **5 Incorporation of Certification Requirements / 认证要求的设立**

5.1 The Certification Requirements are deemed to be an integral part of the Agreement in its most recent version and FSC GD will provide the Certification Requirements always in its most recent version by publishing them on [www.ic.fsc.org](http://www.ic.fsc.org) where the Licensee shall be responsible to obtain them.

认证要求被视为最新版本之本协议不可分割的一部分。FSC GD将保持提供最新版本的认证要求，并将其发布于[www.ic.fsc.org](http://www.ic.fsc.org)，被许可方可从该网站上获取相关内容。

5.2 The parties agree that the FSC Policy and Standards Program reserves the right to modify the Certification Requirements in accordance with its established procedures for such modification at its own discretion.

双方同意，在实施FSC政策和标准方案时，可自行酌情裁量保留权利按照既有程序修改认证要求。

## **6 Principal Obligations of the Licensee / 被许可方的主要义务**

6.1 The Licensee shall use the granted rights in good faith and in accordance with the terms and provisions of this Agreement, and shall act in accordance with all reasonable instructions from FSC AC, FSC GD and the CAB.

被许可方应基于诚信原则按照本协议条款行使所授予的权利，并遵照FSC AC、FSC GD和CAB的所有合理指示行事。

6.2 The Licensee shall ensure all Sublicensees use the granted rights in good faith and in accordance with the terms and provisions of this Agreement, and shall act in accordance with all reasonable instructions of FSC GD and the CAB.

被许可方应确保所有分许可方基于诚信原则按照本协议条款行使所授予的权利，并遵照FSC GD和CAB的所有合理指示行事。

6.3 The Licensee represents and warrants that any and all Sublicensees shall obtain the prior approval for any and all trademark use by the Licensee in accordance with this agreement and the Certification Requirements. The Licensee shall obtain the prior approval from the CAB for any and all trademark use by any Sublicensee or itself in accordance with this agreement and the Certification Requirements.

被许可方声明并保证，任何和所有分被许可方将按本协议和认证要求为使用任何和所有商标获得被许可方的事先批准。为分被许可方使用任何和所有商标，或被许可方本身按本协议和认证要求使用任何和所有商标，被许可方必须获得CAB的事先批准。

## **7 Quality & Maintenance of the Licensed Materials / 许可材料的质量和维持**

7.1 The parties agree that FSC GD and the CAB shall have the right to request specimens or details of products, promotional material or services to be sold or provided under the Licensed Materials by

双方同意，FSC GD和CAB应有权索要待售或被许可方或分被许可方在许可材料中提供的产品、促销材料或服务的样本或

the Licensee or its Sublicensees to evaluate compliance with this Agreement and to demonstrate the use of the Licensed Materials (e.g. through specimens, samples of promotional material) in order to maintain the registration of the Licensed Material.

7.2 FSC GD warrants and represent that FSC AC uses all reasonable endeavors to maintain the intellectual property rights of the Licensed Materials. The registration of the Licensed Materials as trademarks remains at the absolute discretion of FSC AC.

7.3 During the term of this Agreement and thereafter, the Licensee agrees not to adopt, use, permit the use of, register or attempt to register as a trademark, trade name, domain name or corporate name or as part thereof any of the Licensed Materials, or any term or translation having the same meaning as any of the foregoing or any words, symbol or picture or combination thereof which is confusingly similar to any of the foregoing.

7.4 The Licensee shall ensure that during the term of this Agreement and thereafter, any and all Sublicensees agree not to adopt, use, permit the use of, register or attempt to register as a trademark, trade name, domain name or corporate name or as part thereof any of the Licensed Materials, or any term or translation having the same meaning as any of the foregoing or any words, symbol or picture or combination thereof which is confusingly similar to any of the foregoing.

## 8 **Infringements / 侵权**

In the event that the Licensee or any Sublicensee learns of a potential infringement of the Licensed Materials or that they are otherwise threatened or opposed by a Third Party, the Licensee shall notify the CAB or FSC GD.

详细资料，从而评估许可材料是否与本协议规定相符，是否已清楚说明许可材料的用途（例如通过样本或促销材料评估或说明），以此保持许可材料的有效注册。

FSC GD 保证并声明，FSC AC 已尽其合理努力确保维护许可材料的知识产权。与许可材料作为商标注册的有关事项始终由 FSC AC 全权决定。

在本协议有效期内和有效期届满之后，被许可方同意不再采用、使用、允许他人使用或注册或试图注册任一商标、商品名称、域名或法人名称，或作为许可材料的一部分，或与前述内容具有相同含义的任何术语或翻译，或易与前述内容产生混淆的任何词语、标志、图片或其组合。

被许可方应确保在本协议有效期内和有效期届满之后，任何和所有分被许可方同意不再采用、使用、允许他人使用或注册或试图注册任一商标、商品名称、域名或法人名称，或作为许可材料的一部分，或与前述内容具有相同含义的任何术语或翻译，或易与前述内容产生混淆的任何词语、标志、图片或其组合。

一旦被许可方或任何分被许可方获知可能构成侵犯许可材料的潜在侵权行为或其他第三方认为受此威胁或反对的潜在侵权行为，被许可方应立即通知 CAB 或 FSC GD。

## 9 **Processing of personal data – direct marketing / 个人数据处理 - 直接营销**

9.1 FSC GD processes personal data of the Licensee and all Sublicensees collected when applying for the FSC certificate and further data occurring

FSC GD 负责处理在被许可方和分被许可方申请 FSC 认证时所收集的个人数据，以



during the contractual relationship with FSC GD as far as it is necessary to fulfill contractual obligations.

及在与 FSC GD 的契约关系存在期间、为实现合约规定义务所需范围之内生成的进一步数据。

9.2 The Licensee agrees that FSC GD may publish all relevant details concerning the Licensee's and all Sublicensees' FSC certificate on FSC's websites and in a publicly available database (FSC Database). This covers general data (i.e. company name, main addresses, contact data, certificate and trademark related data) as well as Licensee's product data and reports. This data is published for transparency reasons and in order to demonstrate a valid certification.

被许可方同意，FSC GD 可在 FSC 的网站和公开数据库（FSC 数据库）发布与被许可方和所有分被许可方的 FSC 认证有关的所有相关详情，内容涵盖一般性数据（如公司名称、主要地址、联系信息、认证和商标相关数据）以及被许可方的产品数据和报告。该数据之发布旨在确保透明度，并证明认证的有效性。

9.3 The Licensee agrees that FSC GD may transfer the name, address and further contact details (telephone number, e-mail address) as well as further details with regard to Licensee's and Sublicensees' certificate to the FSC Network for improving the FSC Certification Scheme and to assist FSC AC's mission to promote responsible management of the world's forest. The Licensee agrees that this transfer may take place to companies/subsidiaries located outside the European Union.

被许可方同意，FSC GD 可为改善 FSC 认证计划和协助 FSC AC 实现对世界森林负责任管理之目的，向 FSC 网点提供被许可方和分被许可方的名称、地址和详细联系信息（电话号码、电子邮箱地址）以及与被许可方和分被许可方的认证有关的进一步详细信息。被许可方同意，位于欧盟之外的公司/子公司可提供以上信息。

9.4 The Licensee agrees that FSC GD as well as the FSC Network mentioned in Section 9.3 may process and use the name and address as well as e-mail address and telephone number for direct marketing purposes, i.e. to promote the FSC Certification Scheme and FSC AC's mission to promote responsible management of the world's forests. The Licensee may object to this use of the contact data at any time by sending an e-mail to [privacy@fsc.org](mailto:privacy@fsc.org).

被许可方同意，FSC GD 以及第 9.3 条所称之 FSC 网点可出于直接营销的目的，即推动 FSC 认证计划实施和协助 FSC AC 实现对世界森林负责任管理的使命，而处理和使用其名称、地址、电子邮箱地址和电话号码。被许可方可在任何时间向 [privacy@fsc.org](mailto:privacy@fsc.org) 发送电子邮件，对上述联系信息的使用提出异议。

## 10

### Policy of Association / 联系政策

The Licensee declares that he/she/it has read, understood and accepted the Policy for the Association of Organizations with FSC – FSC-POL-01-004 as published under [www.ic.fsc.org](http://www.ic.fsc.org) in its most recent version. The self-declaration is attached as Appendix 2 and forms a binding part of this Agreement.

被许可方声明，其已阅读、理解并接受最新发布于 [www.fsc.org](http://www.fsc.org) 的《与 FSC – FSC-POL-01-004 合作的组织联合政策》。该自我声明作为本协议附录 2，并构成本协议具有约束力的组成部分。

## 11

### Limitation of Liabilities & Indemnification / 责任和赔偿限制

- 11.1 FSC GD, FSC AC and its further subsidiaries shall only be liable for damages and/or disadvantages, property damages and financial losses arising out of acts or omissions of its directors, officers, employees or subcontracting parties' which are caused by intent or gross negligence. This shall neither apply in tort for death and/or personal injuries nor for any infringement of cardinal obligations.
- FSC GD、FSC AC 及其下属子公司仅对其董事、管理人员、雇员或分包商因故意或疏忽而造成的损坏和/或损失、财产损失和经济损失负责。本条款既不适用于与死亡和/或人身伤害有关的侵权，亦不适用于对根本性义务的侵权。
- 11.2 The Licensee agrees to indemnify and hold harmless FSC GD, FSC AC and its further subsidiaries and its employees for all Third Party claims arising out of the use of the Licensed Materials by the Licensee or Sublicensees, its subsidiaries, distributors, agents, employees or subcontractors and with respect to all Third Party claims arising out of or based on product liability.
- 被许可方同意，对于由于被许可方或分被许可方或其下属子公司、经销商、代理人、雇员或分包商使用许可材料而产生的所有第三方索赔，以及由于或基于产品责任而产生的所有第三方索赔，被许可方将赔偿 FSC GD、FSC AC 以及其下属子公司和雇员并使其免受上述第三方索赔的损害。
- 12 Suspension of the License / 许可证的吊销**
- 12.1 FSC GD may suspend the granted rights as set out in Section 4 above, if the Licensee fails to demonstrate compliance with this Agreement.
- 若被许可方未能证明符合本协议规定，FSC GD 可中止第 4 条中规定的权利。
- 12.2 Sublicenses shall be suspended ipso facto if the granted rights as set out in Section 4 are suspended according to Section 12.1.
- 若第4条中规定的被授予权利按第12.1条规定被中止，许可证应被吊销。
- 12.3 In the event of suspension, the Licensee shall immediately cease to make any use of the Licensed Materials and sell products as FSC certified. Licensee acknowledges that the CAB is obligated to verify the Licensee's compliance with this provision. Licensee shall be responsible for covering all expenses resulting from any physical inspection, subject to such inspection being necessary to fulfil the aforementioned obligation.
- 一旦许可证被吊销，被许可方应立即停止使用任何许可材料并停止销售 FSC 认证的产品。被许可方确认，CAB 有义务核实被许可方是否遵照本条规定停止使用和销售。如履行前述义务需要进行物理检测，被许可方应承担由于任何物理检测而产生的一切费用。
- 12.4 In the event of suspension, the Licensee shall ensure that all Sublicensees shall cease to make any use of the Licensed Materials and sell products as FSC certified. Licensee acknowledges that the CAB is obligated to verify the Licensee's compliance with this provision. If a physical inspection is necessary in such connection, the Licensee shall be responsible for covering the CAB expense of any physical inspections of the Sublicensee.
- 一旦许可证被吊销，被许可方应确保所有分被许可方立即停止使用任何许可材料并停止销售 FSC 认证的产品。被许可方确认，CAB 有义务核实分被许可方是否遵照本条规定停止使用和销售。如分被许可方履行前述义务需要进行物理检测，被许可方应承担由于分被许可方的任何物理检测而导致CAB产生的一切费用。

**13 Term & Termination of the Agreement / 本协议的期限和终止**

- 13.1 Starting with the Effective Date this Agreement has an unlimited duration. 本协议自生效日起无限期有效。
- 13.2 This Agreement may be terminated by either party by giving due notice three (3) months in advance of the date of termination. 任何一方可在终止日期前三（3）个月经提前发送到期通知终止本协议。
- 13.3 This Agreement shall be terminated ipso facto (two) 2 years after the expiry of a valid FSC certification provided that the Licensee has not applied for its renewal. 若在有效的 FSC 认证期届满两（2）年后，被许可方仍未申请续期，本协议终止。
- 13.4 FSC GD may terminate this Agreement for important reasons with immediate effect by providing written notice. An important reason may especially be assumed if the Licensee:
- 13.4.1 fails to demonstrate compliance with the requirements by the date(s) specified or within a maximum period of twelve (12) months from the date on which a suspension decision in accordance with Section 12 above came into force; 未在规定日期之前或未在按上述第 12 条做出的吊销决定生效日期起最长十二（12）个月内证明其已遵照协议要求；
- 13.4.2 intentionally or through negligence discredits or damages the reputation of FSC AC or its subsidiaries or of associated organizations; 故意或因疏忽而败坏或损害 FSC AC 或其任何子公司或关联组织的名誉；
- 13.4.3 violates one or more elements of the Policy for the Association of Organizations with FSC (FSC-POL-01-004 as published under www.fsc.org in its recent version). 违反最新发布于www.fsc.org的《与FSC – FSC-POL-01-004合作的组织联合政策》之一项或多项规定。
- 13.5 The Licensee may terminate this Agreement with immediate effect for important reason by providing written notice. An important reason may especially be assumed, if FSC GD suspends the granted rights according to Section 12. 被许可方可出于重要原因经提供书面通知立即终止本协议。重要原因可特别假定为前提是 FSC GD 按第 12 条中止被授予的权利。

**14 Assignment & Subcontracting / 转让和分包**

The parties agree that FSC GD shall be authorized at any time to assign the Agreement and its rights and obligations to FSC AC or to a wholly owned subsidiary of FSC AC.

双方同意授权 FSC GD 在任何时间将本协议及其权利和义务转让给 FSC AC 或 FSC AC 的全资子公司。

**15 Jurisdiction, Law & Venue / 管辖权、适用法律及仲裁地**

- 15.1 All disputes arising in relation to this Agreement or its validity shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. ([www.dis-arb.de](http://www.dis-arb.de)) without recourse to the ordinary courts of law. 由于本协议或其效力产生的所有争议应按德国仲裁协会的《仲裁条款》和《补充加速仲裁规则》（详见 [www.dis-arb.de](http://www.dis-arb.de)）做出最终裁定，而无需诉诸普通法院进行解决。
- 15.2 The place of arbitration shall be Cologne, Germany. The arbitration tribunal shall consist of one arbitrator. The substantive law of Germany shall be applicable to the dispute. The language of the arbitration proceedings shall be English. 仲裁地为德国科隆。仲裁法庭由一名仲裁员组成。德国实体法适用于争议的解决。仲裁审判语言为英语。

**16 Miscellaneous / 其余条款**

- 16.1 This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, unless any representation or warranty made about this Agreement was made fraudulently, and save as may be expressly referred to or referenced herein, it supersedes all prior agreements, representations, writings, negotiations or understandings with respect hereto. Amendments, alterations and/or riders to this Agreement, also changes to this subsection, must be confirmed in writing in order to be legally valid. § 305b BGB (German Civil Code) remains unaffected. The burden of proof shall be borne by the party referring to an oral agreement superseding the Agreement. 本协议构成本协议双方就本协议标的达成的完整谅解，就本协议做出的任何欺诈性声明或保证除外，且除非在本协议中有明确提及或引用，其将取代所有原先与本协议有关的所有协议、声明、文字记录、协商和谅解。对本协议之任何修订、变更和/或补充，以及对本条款之任何更改，均须获得书面确认方具有法律效力。《德国民法典》第 305b 条仍然适用，不受此影响。以某项口头协议取代本协议的一方应为此承担举证责任。
- 16.2 The failure by either party, at any time, to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way effect the validity of this Agreement. 任何一方在任何时间内未履行协议的任一条款或权利或，或未采取本协议规定或普通法或衡平法规定享有的救济，或未行使本协议规定的任何选择权，皆不构成对该等条款、权利、救济或选择权的放弃行使，亦不以任何方式影响本协议的有效性。
- 16.3 Should any provision of this Agreement or any provision incorporated into or amended to this Agreement in the future be or become invalid or unenforceable or should this Agreement or any provision incorporated into or amended to this 如果本协议任何条款或构成本协议的任何条款或本协议中修改的任何条款在未来或可能变得无效或不可强制执行，或如果本协议或构成本协议的任何条款或本协议中

Agreement in the future contain an omission, then the legal effect of the other provisions shall not be affected thereby. The invalid or unenforceable provision shall be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. In case of an omission, a suitable and equitable provision shall be deemed to have been agreed upon that reflects what the parties, in the light of the economic intent and purpose of this Agreement, would have agreed upon, if they had considered the matter.

修改的任何条款在未来可能存在疏忽，则其他条款的法律效力不受此无效性或疏忽的影响。该等无效或不可强制执行的条款应被更换为在法律允许的范围内最接近经济意图和该等无效或不可强制执行条款目的的适当公平的条款。在存在疏忽的情况下，适当公平的条款应被视为体现了双方在考虑到这一疏忽事项的前提下，将基于经济意图和本协议目的达成的一致同意。

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**Signature Page / 签名页**

The Licensee herewith accepts the terms and conditions of this Agreement. This Agreement shall not be counter-signed by FSC GD but comes into effect at the moment the CAB publishes the license on behalf of FSC GD in the FSC Database on [www.info.fsc.org](http://www.info.fsc.org). The publication date shall be the Effective Date. The Licensee abstains from receiving a confirmation of the validity of this Agreement by FSC GD.

被许可方在此签名接受本协议的条款和条件。本协议无需 FSC GD 的会签，自 CAB 代表 FSC GD 将许可内容发布至 [www.info.fsc.org](http://www.info.fsc.org) 的 FSC 数据库之刻起即生效。发布日期应为生效日。被许可方放弃接受 FSC GD 对本协议有效性的确认。

Hong Kong, 11 December 2019



Place, Date / 城市, 日期

For the Licensee / 被许可方

CHIU KWOK CHU

(Name of legal representative in CAPITALS) / (法定代表的姓名, 大写)

## Appendix 1: Licensed Materials

### 附录 1: 许可材料

#### 1 FSC AC's Trademarks / FSC AC 商标

##### 1.1. Checkmark-and-tree logo / 钩形树商标



##### 1.2. 'FSC'®

##### 1.3 'Forest Stewardship Council'® / “森林管理委员会”®



## Appendix 2: Self-Declaration /附录 2: 自我声明

### Self-Declaration /自我声明

#### Regarding FSC-POL-01-004 /关于 FSC-POL-01-004

(Policy for the Association of Organizations with FSC) / (《与 FSC 合作的组织联合政策》)

The signing Organization (the Licensee) is associated with the Forest Stewardship Council A.C., Oaxaca, Mexico, or one of its subsidiaries or affiliates (hereinafter: FSC) by being either a member of or having a contractual relationship with FSC. Hereby the signing Organization explicitly states that it has read and understood the "Policy for the Association of Organizations with FSC" as published under [www.fsc.org](http://www.fsc.org). This policy stipulates FSC's position with regards to unacceptable activities by organizations and individuals, which already are or would like to be associated with FSC, as well as the mechanism for disassociation.

本签字组织（被许可方）兹以成为位于墨西哥瓦哈卡的森林管理委员会或其任一子公司或关联公司（以下统称FSC）成员或与 FSC 建立契约关系的方式与 FSC 或其任一子公司或关联公司合作。本签字组织特此明确声明已阅读并理解发布于 [www.fsc.org](http://www.fsc.org) 的《与FSC合作的组织联合政策》。该政策规定了 FSC 在已经或有意或与之合作的组织和个人之不可接受的活动方面，以及在缔结脱离机制方面的立场。

In light of the above, the Organization explicitly agrees now and in the future, as long as the relationship with FSC exists, not to be directly or indirectly involved in the following unacceptable activities:

鉴于上述情况说明，本组织明确同意，在当前以及在未来与 FSC 之关系存续期间，不会直接或间接地参与以下不可接受之活动：

- a) Illegal logging or the trade in illegal wood or forest products;
- b) Violation of traditional and human rights in forestry operations;
- c) Destruction of high conservation values in forestry operations;
- d) Significant conversion of forests to plantations or non-forest use;
- e) Introduction of genetically modified organisms in forestry operations;

f) Violation of any of the ILO Core Conventions as defined in the ILO Declaration on Fundamental Principles and Rights at Work.

a) 从事非法采伐或非法木材或森林产品贸易；

b) 在林业经营过程中违反传统权利和人权；

c) 在林业经营过程中毁坏具有高保存价值的林木；

d) 将森林大规模转变成种植园，或用作其他非森林用途；

e) 在林业经营过程中引入基因改造生物；

f) 违反《国际劳工组织关于工作中基本原则和权利宣言》中规定的任何国际劳工组织核心公约。