

CERTIFICATION AGREEMENT

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This Certification Agreement (“Agreement”) is made by and between the Intertek Contracting Office, the Intertek Certification Body identified in the Service Agreement (“Intertek”) and the Organization (following called “Organization”) for the provision of the relevant Textile Exchange Standard Certification.

ARTICLE 1 – Audit Process

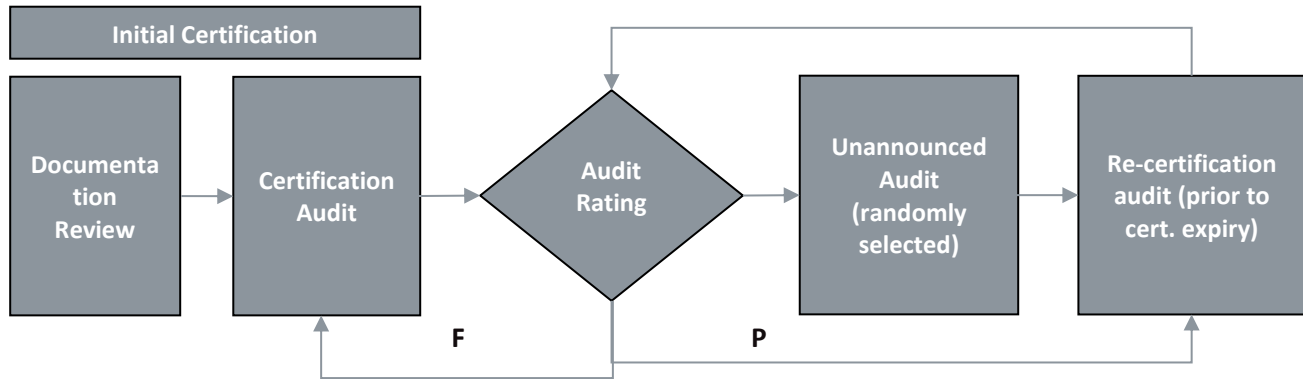
- 1.1. Facilities and Standards. The Organization hereby retains Intertek to evaluate the Organization’s system(s)/program(s)/product(s) at specified facilities of the Organization (“Facilities”) that contract with Intertek for Certification Services to specified standard(s) and/or other normative document(s) (“Standard”). The Service Agreement accepted by the Organization specifies the scope of the certification provided in accordance with this Agreement, including Facilities, Standards and Products.
- 1.2. Organization Information. The Organization acknowledges that Intertek’s Audit will require the Organization to provide Intertek, either orally or in writing, with complete, accurate, and the most current information and documentation concerning the system(s)/product(s) to be certified. The Organization agrees to promptly provide to Intertek all applicable documents, policies, procedures, manuals, and other information. If the Organization intends to withhold from Intertek certain data, documents or other information on the basis of legal privilege (e.g., attorney-Organization) or other proprietary information (e.g., trade secret), Intertek may not be able to grant certification unless Intertek and the Organization agree on how to address this issue.
- 1.3. Organization Assistance. The Organization further acknowledges that the Audit process will require on-site evaluation by Intertek’s qualified Audit personnel (“Auditors”), whether permanent employees or contract personnel. The Organization also agrees to permit all such evaluation of each Facility during the Organization’s regular business hours. The Audits may also be attended by representatives of Intertek’s management and personnel of Accreditation body and / or other Sector Authority Organizations. The costs and expenses of personnel other than the scheduled Auditor(s) shall not be the responsibility of the Organization. During each on-site visit, the Organization shall make available key management, make necessary arrangement for access to the Organization’s subcontractors and other personnel to guide the Auditors through the Facility and to explain the operation of the Facility and its system(s)/product(s). Documents shall be readily made available for review, such as policies, procedures, instructions, records, etc. to determine compliance to the requirements of the applicable standard(s). In addition, prior to or at the commencement of any site visit, the Organization shall fully brief the Auditors on all health and safety procedures, as well as restrictions, which must be adhered to while in the Organization's Facility.





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1.4. Audit process:



The Documentation review may be conducted on-site or off-site. In either case documents will be required to be reviewed by the assigned Auditor to determine compliance of the documented management system related to certified products against the applied standard.

The facility Audit shall be conducted on-site at the facility where objective evidence will be gathered through record review, observation and interviews to determine compliance to the applied standards. (Standard and other related documents can be received from Textile Exchange website <https://textileexchange.org/integrity/>)

- 1.5. Not a Compliance Audit. The Organization understands that the Audit is not a legal/regulatory compliance Audit, and, therefore, Intertek shall have no obligation to review the Organization's processes and Facilities to determine whether the same comply with or violate any legal and/or regulatory requirements. In the event that an Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this breach in the Audit report and notification to Textile Exchange. The Organization shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the breach, Intertek and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Organization's response to this activity will be followed up by the Auditor during the next visit to verify the Organization's continued conformity with the Standard.



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ARTICLE 2 - Certification, Use of Marks and Subsequent Audits

2.1. Certification and use of the certificate Logo. Upon completion of the Certification Audit and Intertek's determination that the system(s)/product(s) meets applicable Requirements, Intertek shall issue a Scope Certificate, which is valid for a maximum of one year from the date of issue, unless otherwise defined in the relevant Standard's Certification Procedures, and list and register the Organization as having certified products to be made publicly available.

The Organization agrees that details of the Organization's Scope Certificate shall be made available for public display as follows: Reference number, Organization name, country, certifier, date of issue, certification expiry date, product(s) covered by the Scope Certificate. The Organization shall inform Intertek if they do not want their certification information that is reported monthly to Textile Exchange to be made publicly available. In this case, Intertek will inform Textile Exchange.

For the duration of its certification, the Organization can market and communicate the certification as well as use the certification logos, provided that all the requirements set out in the applicable Logo Use and Claims Guide are fulfilled.

The Organization shall:

- a. send all certification claim artwork to Intertek for approval prior to use;
- b. only make claims regarding certification consistent with the scope of certification and following the issuance of the scope certificate;
- c. discontinue its use of all advertising material that contains any reference to or claims regarding Textile Exchange certification and the Standard upon suspension, withdrawal or expiry of certification;
- d. conform with the applicable *Logo Use and Claims Guide* (available at Textile Exchange website: <http://textileexchange.org>), and any other requirements specified by Textile Exchange when referencing its certification or using marks of conformity in communication media such as documents, brochures, or advertising;
- e. direct any queries regarding their intended use of the certificate Logo to Intertek if needed;
- f. give Intertek and/or their agents access to examine the goods, products, wraps, packaging, containers, stationary, publicity material and all other such items bearing or indicating the certificate Logo for the purpose of confirming compliance with these rules of use and the Scope Certificate;
- g. not use its product certification in such a manner as to bring Intertek into disrepute and shall not make any statement regarding its products certification that Intertek may consider misleading or unauthorized.

Intertek is entitled to check for proper use of certification claim and logo on products and communication media during the certification process but not responsible for their use in the marketplace. It is the duty of the Organization to fulfil the relevant requirements.



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- 2.2. Responsibility of the Organization. The Organization shall:
- a. confirm that it is not already certified to the Standard, or shall alternately agree to follow certificate transfer procedures;
 - b. confirm that it is not on Textile Exchange's list of banned organizations;
 - c. confirm that it has not been audited or certified to the Standard within the preceding 2 years. If this is the case, Intertek shall consider the results of the previous audit, and any open non-conformities shall remain applicable.
 - d. always fulfil the certification requirements, including implementing appropriate changes when they are communicated by Intertek;
 - e. operate entirely within the scope of its certification, including the certification schedule;
 - f. Pay within the specified time any fees set by Textile Exchange if there were;
 - h. return the original certificate and all copies to Intertek, if the certificate is suspended or withdrawn;
 - i. allow Intertek to exchange information with other accredited certification bodies, authorized accreditation bodies, and Textile Exchange, as part of its on-going evaluations;
 - j. agree to receive email communication from Textile Exchange and communicate directly with Textile Exchange in regard to certification and Standards;
 - k. disclose all information about any Textile Exchange standard certification-related activity with other certification bodies;
 - l. confirm that it is not currently engaged, nor will it engage, with another certification body against the same Textile Exchange standard at the same time;
 - m. inform Intertek about any other certifications and certification body relationships that share the same scope as the Textile Exchange standard(s) (e.g.: other organic/sustainable cotton certifications for OCS);
 - n. make all necessary arrangements for:
 - i. the conduct of audits, including providing documentation and records, and access to relevant facilities, equipment, location(s), area(s), personnel, and Organization's subcontractors;
 - ii. the investigation of complaints or other stakeholder comments;
 - iii. the participation of observers.
 - o. consent to Textile Exchange and the accreditation body having the right to observe audits conducted by the Intertek;
 - p. accept that Intertek may conduct semi-announced audits, unannounced audits and/or confirmation visits, for the purpose of monitoring the Organization's conformity;
 - q. accept that the accreditation body also has the right to conduct audits of the Organization, including semi-announced audits, unannounced audits, and confirmation visits, for the purpose of monitoring Intertek conformity with Textile Exchange requirements;
 - r. accept that the accreditation body and Textile Exchange may become engaged in the case that a complaint or appeal escalates beyond Intertek's authority, and agrees to cooperate with investigations;



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- s. agree that Textile Exchange is given access to Organization data. Access is offered on the premise that Textile Exchange personnel have each signed a confidentiality agreement and conflict of interest declarations, and both required and used in a manner consistent with TE-501 Textile Exchange Standards Data Policy (when it will be available on <https://textileexchange.org>);
- t. agree to adhere to the data policy specified in TE-501 Textile Exchange Standards Data Policy (when it will be available on <https://textileexchange.org>) and to obtain the same agreement from all sites to be included in the scope of certification;
- u. keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to Intertek when requested and
 - i. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirement for certification;
 - ii. documents the actions taken.

If the Organization distributes certification documents to others these documents shall be reproduced in their entirety.

Re-Certification Audit, unannounced audit and Special Visits

The Organization acknowledges that Intertek is required to perform a Recertification Audit annually before the expiry date of the Scope Certificate.

In addition, the Organization acknowledges that non-conformities found during audit may require special or additional visits.

Intertek may also conduct an unannounced audit to certified Facilities during the validity period of the certification to ensure that the Organization continues to satisfy the requirements of the Standard(s) for which it is certified. The unannounced audit will cover minimum 2% of the certified Organizations by Intertek and randomly selected. Notice of no more than 48 hours may be given in advance of an unannounced audit. Unannounced On-Site Audits are in addition to the requirement for annual On-Site Audits and do not affect the validity date of the Scope Certificate.

Limited to Global Recycled Standard 4.0 and Recycled Claim Standard 2.0 certification, the Organization acknowledges that Intertek may conduct additional verification, either off-site or on-site, to Material Collectors and/or Material Concentrators that supply directly to the Organization. The additional verification will cover 10% of the total number of reclaimed material suppliers (minimum 1, if less than 10) randomly selected, with 2% chosen for physical inspection.



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2.3. Modifications.

The Organization agrees to inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements, including but not limited to changes in the following:

- iii. legal, commercial, organizational status, or ownership;
- iv. organization and management (e.g. key managerial, decision making, or technical staff);
- v. contact address;
- vi. scope of operations;
- vii. major changes to the management system and processes; and
- viii. the environmental and social impact of the certified Organization caused by incidents or events (if applicable to the audit scope).

In addition, the Organization agrees to provide Intertek with applicable documents, policies, procedures, manuals, and other information as Intertek may request in order to ascertain how the changes will affect its ability to conform with the certification requirements. Intertek shall be entitled to perform additional assessments, either on-site or off-site, if it determines that such is necessary or appropriate in order to ensure that the Organization's system(s)/ product(s) still conforms to the applicable Standard(s).

2.4. Revision of Requirements or Standards.

The Organization acknowledges Textile Exchange's right to change the Standard and certification requirements and that certification is conditional on conforming to a new or revised version of the applicable Standard and new or revised certification requirements within the timeframes established by Textile Exchange.

If revisions to Standards and/or Intertek's requirements are adopted, Intertek shall determine the nature and extent of the necessary additional Audit activity, if any, and the required schedule for Intertek to confirm conformity with the revised requirements.

2.5. Complaints and Appeals.

Any party can appeal any decision made by Intertek. The appeal must be made in writing to Intertek as per the requirements of its appeals-handling process, posted on its website (Ref: GP208 – Dispute and Appeals Process).

The Organization has the right to appeal any decision made by Intertek as specified in GOP208-INFO Disputes and Appeals Process, posted on Intertek's website at <https://www.intertek.com/business-assurance/policy-statement/>

2.6. Termination, Reduction, Suspension or Withdrawal of Certification

- a. When a nonconformity with certification requirements is substantiated, Intertek shall



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consider and decide upon the appropriate action, including the following: continuation of certification under conditions specified by Intertek

- b. reduction in the scope of certification to remove nonconforming product variants
- c. suspension of the certification pending remedial action by the Organization
- d. withdrawal of certification

Non-conformities found during audit must be corrected within the required time frame by auditor or the scope certificate shall be denied, suspended or withdrawn. Certification decisions may include requests for the correction of major or minor non-conformities within a specified period. In this case, an updated certification decision shall be made upon closure of the non-conformities or upon the deadline for the non-conformities, whichever comes first. Reasons for denial, withdrawal, or suspension of certification shall be stated with clear reference to the standard's criteria or other certification requirement violated. The Organization must return all outstanding certification documentation to Intertek.

The Organization acknowledges that:

- a. Critical non-conformity represents serious failure to meet the fundamental principles of the Standards, therefore shall be closed immediately. If not closed, Scope certificate shall not be issued or shall be suspended within a maximum of five business days from the day the critical non-conformity was identified, even if the entire audit has not yet been completed. Intertek shall immediately notify Textile Exchange of all critical non-conformities, including details of the nonconformity.
- b. Major non-conformity shall be closed within 30 days from the audit and prior to certification/recertification. If not closed, Scope certificate shall not be issued/reissued, and shall be suspended if the 30-day timeline ends before expiry of the scope certificate. Scope certificates shall be suspended immediately if there are five or more open major non-conformities.
- c. Minor non-conformity shall be closed within 60 days from the audit. If not closed, minor non-conformity is upgraded to become a major non-conformity with a timeline 30 days from the original deadline. Intertek may grant extensions for minor non-conformities when circumstances are beyond the Organization's control.
- d. Shorter timelines may be given when Intertek believes they are justified.

In addition, the Organization acknowledges that:

- a. Intertek shall inform Textile Exchange, the accreditation body and all direct customers who have received transaction certificates from a certified Organization during the previous 12 months when a scope certificate is suspended or withdrawn.



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- b. If a scope certificate is suspended for 180 days or until its expiry date – whichever is sooner – the scope certificate shall be withdrawn.
- c. Intertek shall not issue transaction certificates relating to scope certificates which are suspended or withdrawn, regardless of when the product was sold, and shall not permit a suspended Organization to sell claimed materials or to use logos or labels for the Standard.
- d. In all cases, if a scope certificate is not issued within 60 days of an initial audit, or if a certificate is suspended for 180 days or until its expiry, whichever is shorter, a new audit is needed before the organization may become (re-)certified.

2.7. Transaction certificate

The transaction certificate here indicates that a certain batch of goods is produced according to a specific standard. Because the transaction certificate requires that all the steps of the product conform to the standard, the relevant authorities have a set of supervision system to ensure that each manufacture step of the goods from raw materials to finished products conforms to the standard.

ARTICLE 3 - General Provisions

3.1 Retention of Records and Confidentiality.

Intertek shall be entitled to retain the originals or copies of all applicable documents, policies, procedures, manuals, and other information provided during the course of the Audits. Except to the extent that the information obtained by Intertek is already in Intertek's possession or is, or becomes in the future, public knowledge, and except as otherwise required by law or legal process, Intertek covenants and agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Organization. In addition, Intertek shall maintain in strict confidence, during the term of and after the termination of this agreement, the information obtained during the course of the Audits and documented in the Audit reports. However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting Intertek from publicly disclosing details of the granting, suspension or withdrawal of certification, or providing complete or partial copies of Audit reports as specified by Intertek's auditors and Sector Authority Organizations, or providing access to Organization information, including copies of Audit documents to Intertek's auditors and Sector Authority Organizations personnel for Audit purpose. Except as required in the applicable accreditation documents, Intertek shall obtain written consent from the Organization or individual for disclosing information to a third party. Where required by law to release confidential information to a third party, Intertek will, unless regulated by law, notify the Organization or individual concerned in advance of the information provided.

3.2 Waiver.

No waiver of any provision of this Agreement, or any breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.



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3.3 Term of Agreement.

This Agreement is part of and shall commence on the date the Certification Agreement is signed and shall remain in effect for the same period as the Certification Agreement.

3.5 Disclaimer

Textile Exchange may from time to time alter these rules of use or make new rules but whether such alteration or new rule shall affect the use of the certificate logo by an Organization shall be specified by Textile Exchange.

This Agreement shall be governed by and shall be construed in all respects in accordance with the laws of the jurisdiction of the Intertek Contracting Office.