

## Process 6: Global GreenTag<sup>Cert™</sup> Terms and Conditions

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### What is the purpose of this document?

To establish the principal agreement between the Applicant and Global GreenTag International Pty Ltd operating the Global GreenTag<sup>Cert™</sup> Certification Scheme under licence (hereinafter referred to as GreenTag) relating to the Global GreenTag<sup>Cert™</sup> Product Certification process and associated financial, copyright and procedural arrangements.

### Preamble

Global GreenTag International Pty Ltd ABN 44 600 051 554 of Level 38/71 Eagle Street, Brisbane City, Queensland 4000, Australia, operate the Global GreenTag<sup>Cert™</sup> certification Scheme under licence from Dual Harmony Pty Ltd in different markets in accordance with the ACCC approved Global GreenTag<sup>Cert™</sup> Program Standard (as amended from time to time) and an ISO 9001 Certified Quality Management System. Global GreenTag Pty Ltd receives applications for certification, assesses them, and on approval, provides certification under the GreenTag<sup>Cert™</sup> program. Applicants for this certification agree to the terms herein and, having done so and been approved are provided a three (3) year Approval, but annual licence, that requires annual renewal and a re-certification in the 4<sup>th</sup> year. Payment of invoices is evidence of acceptance of these Terms and Conditions.

### 1.0 Scope

This Licence Agreement is applicable to all applications and renewals for GreenTag Certification. This process identifies the agreement between the parties and specific information that shall be submitted to GreenTag in relation to the application for Product Certification; and actions and processes to be followed in the use of the Licence, Marks, and GreenTag Program Designs.

This procedure also relates to:

- i. Granting;
- ii. Maintaining;
- iii. Withdrawing; and
- iv. Suspending the use of the Marks.

### 2.0 General

*The applicant agrees in advance:*

- i. To provide all other documents required by the program standard and published procedures in due time for assessment in accordance with this agreement;
- ii. To apprise themselves of the requirements of the GreenTag Program and comply with all relevant requirements. Failure to do so may render the application or certification void and warrant partial or full retention of funds paid;
- iii. To make claims regarding certification only in respect of the scope for which certification has been granted;
- iv. To not use the certification in such a manner as to bring GreenTag or the GreenTag Program into disrepute and make no statement regarding its product certification that GreenTag or the Global GreenTag Program Director acting reasonably may consider misleading or unauthorised;
- v. To use certification only to indicate that products are certified as being in conformity with specific Standard/s;
- vi. To endeavor to ensure that no certificate or report, or listing is used in a misleading manner;
- vii. That in making reference to its product certification in communication media such as documents, brochures, advertising, or any electronic media, that such communication complies with the requirements of GreenTag, including this document, Rules for use of the Marks, GreenTag Style Guide, and any other published requirements and has been approved by the GreenTag Program Director in advance of publishing;
- viii. To indemnify GreenTag from any costs associated with legal redress for failure to comply with the above requirements.

### 3.0 Referenced Documents

- i. The Global GreenTag Standard relevant to the assessment (edition current at the time of application or as modified during the application period and prior to certification) and Normative References;
- ii. Application for quotation including the scoping questionnaire;
- iii. Applicant Declaration/Renewal Declaration;
- iv. GreenTag Rules for the Use of the Marks and GreenTag Style Guide;
- v. Applicant Submission/s.

### 4.0 Invoices

Once a proposal is accepted and an invoice issued, it constitutes a valid invoice and is due for payment in advance of the commencement of assessment processes.

For Overseas Transactions: Where proposals and invoices are issued in Australian Dollars, any shortfall in received funds as a result of currency conversions or bank transaction fees may be subject to an additional invoice covering the shortfall and will be payable prior to issuance of certification. Invoices in USD can be paid directly into the Global GreenTag USD account details included in the invoice.

### 5.0 Fees

The amount of work required to complete an assessment depends on the ability of the applicant to supply the required information and documentation and answer all queries in a 'timely manner' (see clause 9.0 'Applicant Responsibility' below). It can also vary depending on unidentified complexity at the time of the formal proposal as well as on extended delays in information provision from Applicants or their third-party suppliers/manufacturers. Therefore, the proposal/s as issued show certification and assessment fees based on the information provided in the 'Application for Quotation' scoping questionnaire and a number of assumptions, including: all information being provided in a timely manner and all communication and/or further requests for information, being answered promptly.

Information provision outside the 90 days and/or slow responses to communication or further information requests may result in *pro rata* fee increases. Additional fees may result from unforeseen work due to inadequate information provision at the Application Stage or from Variations. Variations may result from more complexity (e.g., in supply chains) or different information provided during detailed Information Provision by the applicant compared to the 'Application for Quotation' questionnaire.

Variation fees will be invoiced *pro rata* at the published hourly rate plus GST and will require payment before certification is issued. The applicant will be notified immediately if potential variations are identified and before certification proceeds. We may also charge additional scoping, invoicing, and product change fees on an hourly rate basis for changes or reviews in scope that are requested by an Applicant for certification, re-certification, or renewal of certification.

### 6.0 Payment of Fees

All services requested by the applicant are subject to the payment of fees included in the formal company proposal. Full payment and clearing of fees are required before the assessment will commence.

Any additional fees (see clause 5.0 'Fees') must be paid as they are invoiced. Failure to do so will delay work on the project. A certificate will only be issued after the final invoice is paid.

### 7.0 Expedited Assessment

An expedited assessment premium of a minimum of 30% is available for GreenRate Certification and certain other services, e.g., Product Health Declarations (PHDs), where possible, and is applied to the total of fees quoted (excluding GST) if the assessment is required in less than 4 weeks. The scope of expedited assessments must be arranged prior to payment to ensure that our work program will indeed permit the expedited assessment to be undertaken in any requested reduced timeframe.

### 8.0 Process Documents

Published process documents may be varied if the specific requirements of an assessment warrant modification. If this is required, the departure from the standard process will be discussed in advance with the client to explain the reasons and need for the change.

## 9.0 Applicant Responsibility

Applicants understand that it is their responsibility (including their agents, suppliers, or manufacturers) to provide the information requested to GreenTag in a 'timely manner'. This includes answering email requests within 7 days. Quotes are valid if full and correct information with all the required/requested information, adequately filled out questionnaire/s, Declarations/Renewal Declaration, and other required documentation prior to the commencement of the product assessment process is submitted within 90 days. Fees may increase on an hourly *pro-rata* basis (at the rate specified herein) for information requests not submitted within 90 days or if email responses are typically beyond 7 days, in the absolute discretion of the GreenTag Program Director. Any such impending increase will be advised 30 days in advance.

It is the applicant's responsibility to make all necessary arrangements for the provision of required evidence and/or conduct of the evaluation, including provisions for examining documentation, records (including internal audit reports), personnel and where audit is required, access to all areas for the purpose of evaluation (e.g., testing, inspection, assessment, surveillance or re-assessment), resolution of a complaint, and participation of observers where required.

It is also the applicant's responsibility to keep a record of all complaints made known to them relating to a certified product's compliance with the requirements of the relevant standard:

- make these records available to the certification body when requested;
- take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification;
- document the actions taken.

It is also the applicant's responsibility to notify GreenTag, subsequent to the upload of any information onto online databases, of any changes to the product, including but not limited to specifications or constituents of their product/s, address and contact details and supplier nominated liaison contact for product/s listed in the Product Assessment Report (PAR).

If GreenTag ascertains that there has been a change in the product's specifications, that warrants a re-assessment. In that case, we reserve the right to immediately revoke certification, remove published online reports, display the product certification as 'expired' on globalgreentag.com and charge a new assessment fee to reinstate the product subsequent to re-assessment.

Furthermore, it is the applicant's responsibility to apply the program marks and designs only to packaging, advertising, and marketing collateral directly to related certified products after content and context approval of the GreenTag Program Director.

The applicant indemnifies GreenTag for any loss or damage due to inaccurate, misleading, or outdated information published as a result of action or inaction by the applicant or their suppliers if GreenTag has not been immediately notified and correct information supplied to the nominated member of the Assessment Team by email and hardcopy.

It is the further responsibility of the applicant to:

- a) Maintain its annual certification fee a minimum of 12 months in advance and as required in this agreement;
- b) Comply with these Terms and Conditions and the GreenTag 'Rules for the use of the Mark' and the 'GreenTag Style Guide';
- c) Not reproduce in part, any product assessment report without written approval from the GreenTag Program Director;
- d) Avoid incorrect references to the certification system or misleading use of licence/s, certificates, or marks found in advertisements, catalogues, etc;
- e) Inform GreenTag of any change in the ownership, structure, or management of the supplier, if relevant, or any other information that indicates the product may no longer comply with the requirements of the standard;
- f) If the product Licence is withdrawn, the manufacturer must, within 7 days, cease to further promulgate all new or digital product marketing, packaging, advertising, or other material carrying the logo. Furthermore, all material carrying the logo is to be withdrawn within 90 days;
- g) Failure to comply with any of the above criteria may also give rise to corrective, legal, or other suitable actions, as appropriate.



## 9.01 Applicant Documentation:

It is also the responsibility of the applicant to provide the following information as a minimum:

- a. Complete an Applicant Declaration, and thereby agree to these GreenTag Terms and Conditions/Licence Agreement, provide a Product Declaration form, signed by a duly authorised representative of the applicant, and all required information in a timely manner, in which or attached to which are the following as a minimum:
  - i. the scope of the desired certification;
  - ii. the corporate entity, name, address, and legal status;
  - iii. a definition of the products to be certified, the certification system, and the standards against which each product is to be certified if known to the applicant;
  - iv. a completed GreenTag Questionnaire and all other documentation required by the program procedures as listed below or requested throughout the assessment;
  - v. full declaration of product composition of to 0.01% of weight of each homogenous substance;
  - vi. Safety Data Sheet (SDS) for all chemical components, including constituent dyes, tints, or inks;
  - vii. current certification for any ISO or other Standards compliance claimed- including FSC, PEFC (or any member scheme), ISO 9001, 14001, other 14024 Type 1 Ecolabels, or 14025 Type 3 Environmental Performance Declarations;
  - viii. third-party laboratory testing or other audits as required to demonstrate key product claims or to demonstrate compliance with specific product standards as per Appendix 2 of the GreenTag Standard;
  - ix. where emissions to water are involved in key manufacturing processes (e.g., wool scouring, water bath dyeing, leather tanning etc), effluent emissions testing showing compliance with Environment Protection Authority/Government Licence conditions or ANZEC or WHO Water Quality Guidelines;
  - x. compliance with relevant social and environmental legislative or other legal requirements, including International Labour Organisation's conventions;
  - xi. compliance or participation in Corporate Social Responsibility (CSR) programs or Standards e.g., SA8000 or the Global Reporting Initiative's (GRI) 'Sustainability Reporting Guidelines';
  - xii. any other information deemed necessary by GreenTag to demonstrate compliance.
  - xiii. Submit to any audit of materials supply chain or manufacturing processes or emissions-related issues as required.
- b. **Documentation Security:**

No hard copies of confidential applicant's information will be stored at GreenTag. Where hardcopy confidential information has been provided to GreenTag, the information will be scanned and saved electronically in a protected and encrypted Confidential Drive, and the original hardcopies will be destroyed by shredding. Highly sensitive IP confidential information will be scanned and destroyed within 24 hours. General confidential information will be scanned and destroyed within 28 days. All confidential information is transferred and stored in 256-bit encrypted format within VPN-accessed virtual private servers.

## 10.0 Certification

On certification of the product, GreenTag confirms, in writing, the issuance of a License to the applicant and, by doing so, also grants the licence to use the GreenTag marks and designs and issues a registration number to the applicant.

The program also provides the applicant with the GreenTag Style Guide and Graphics Kit and follows up that the usage of the marks and designs are carried out according to the set principles and guidelines therein.

The applicant recognises that GreenTag has the right to extend or reduce the scope of certification or re-evaluate the product in the event of:

- i. changes significantly affecting the product's design or specification,
- ii. changes in the Standards to which compliance of product is certified,
- iii. changes in the ultimate ownership, structure, or management of the supplier, if relevant,
- iv. Any other information indicating that the product may no longer comply with the requirements of the certification system.

If GreenTag determines that any of the above events have occurred, GreenTag may suspend the licence following the issuance of a rectification notice giving 7 days notice of intention to suspend the licence and the applicant has not taken adequate action to rectify the breach within this time.

During the period of suspension, the applicant is required:

- i. not to make misleading claims as to the certification status,
- ii. to cease to use the certification mark on the products manufactured since the date of notification of suspension.

If, following suspension of certification, the reasons that gave cause to the suspension are not rectified, the Licence may be withdrawn. Other issues that may give rise to suspension or withdrawal if compliance is not continuous, follow hereafter.

## 11.0 Certification Review, Re-evaluation, Amendments, Miscellaneous Work or Provision of Assistance

Applicants will be provided with one opportunity to provide feedback on certificates, certification reports, and EPDs. The applicant will have 14 days to request changes and approve the assessment. After client approval or the 14 days laps, whichever occurs first, the assessment will be published. Any additional requests may incur an additional fee. If a disagreement arises that cannot be mutually resolved, the GreenTag Program Director reserves the right to withdraw or withhold certification or terminate the certification process in accordance with clause 26.0 Termination. Any issues or requests that necessitate a re-assessment (or part thereof) or modification of a product's PAR, Certification or online content or other approved miscellaneous work will be charged at the Current Hourly Rate for Certification (see 25.0 Non-refundable Portion) plus GST. Minor changes may not incur a fee. It is at GreenTag's discretion as to whether the changes requested are considered minor. If the

modification involves life cycle inventory changes, site-based inspection, or any audits, GreenTag reserves the right to issue a separate proposal. To maintain certification, this proposal must be accepted within 30 days. If the applicant requires assistance in complying with the assessment requirements, any work related to the provision of such assistance will be charged at the published hourly fee of Current Hourly Rate for Certification plus GST.

## 12.0 Information Requests and Reasonable Time

Information requests by GreenTag assessors are to be complied with promptly and in all instances within 14 days. Failure to provide the required information may, at the GreenTag Program Director's absolute discretion, result in the imposition of Management or Termination fees (see clauses 26.0 Termination) at the published hourly rate. Any management or assessment fees incurred will be deducted from the Project Management, certification, or other fees paid. The certification or other fees will then be subject to further invoice to bring the fees lodged back into line with the original Invoiced fees if the project proceeds thereafter.

## 13.0 Product Certification - Content

The final content of any product certification and report (as published and including online) will be relevant to the conformance of the product to the scope and requirements of the GreenTag Standard/s as well as key green building rating tools. The content of any certification report is at the sole discretion of The GreenTag Program Director. GreenTag reserves the right from time to time to vary the GreenTag Standard, certification and report formats or content in line with our policy of constant improvement for the benefit of users and manufacturers overall (see also clause 30.0 Modifications to the Standard and Assessment Processes).

## 14.0 Product Certification – Applicant Input

Applicants will be invited to comment on the content of the certification report and Environmental Product Declaration/s (where relevant) for accuracy but will not be permitted to promote outcomes or edit content beyond ensuring the integrity of the information. If a disagreement arises that cannot be mutually resolved, the GreenTag Program Director reserves the right to withdraw or withhold certification or terminate the certification process in accordance with clause 26.0 Termination.

## 15.0 Copyright

- a. **GreenTag:** All aspects of the certification and reporting resulting from the application remains the copyright of GreenTag Pty Ltd. Any use of any part of the certification report content without the specific written approval of the GreenTag Program Director is prohibited. Use of the GreenTag marks are subject to compliance with the Style Guide, 'GreenTag Rules for the Use of the Mark' and terms of this Licence. The GreenTag Program Director may give permission for limited extracts to be used under certain conditions and only in writing. The images, brochures, and other graphic material provided to GreenTag remain the copyright of the manufacturer. Breach of the copyright terms may lead to withdrawal of the certification, rights to use GreenTag mark/s, permanent removal from any GreenTag online database, and other legal action or remedy.
- b. **Applicant:** The Applicant gives the Program Operator a restricted, revocable license to use the Applicants name, images, brochures, Trademarks, and other graphic material with full acknowledgment, for any purpose within the normal business process and operational purposes of the Scheme, for the full duration of the certification and beyond where it is used to indicate that the certification has existed historically. The ownership of the copyright of such Trademarks always remain vested in the applicant.

## 16.0 Use of the GreenTag or GreenTag Mark or Registered Name

The use of the Global GreenTag or GreenTag Mark or Designs or any reference to the name Global GreenTag or GreenTag, LCARate or GreenRate (except in the approved context of a current Licenced product used in accordance with the GreenTag Rules for the Use of the Mark or subsequent documents provided for this purpose) is expressly prohibited. A selection of Global GreenTag approved tier Mark/s (Graphics Kit) will be made available only to successful Applicants for use in printed or digital promotional or packaging applications that pertain specifically to products Certified as being in conformance with the GreenTag Standard and for which a Licence has been properly approved and executed. All other terms and conditions relating to the Licence and Marks shall be in accordance with the referenced documents above.

## 17.0 Licence Period

The 12-month licence period for a product and any related range will begin from the date the first certificate is issued for any product in that product range, unless otherwise agreed upon differently in writing by Global GreenTag. This first certified product then becomes the 'Initial Product'. Initial Products typically attract a 'flag fall' certification fee.

Once the assessment is completed, Global GreenTag will issue draft Product Assessment Report/s, draft certificate/s, draft PhD/s, draft EPD/s (as applicable) to the applicant for approval. This must be approved within 14 days; failure to do so will result in the date of certification commencing from the date the drafts were originally sent.

A product licence will be extended annually for up to 3 years, provided annual Renewal Fees and Renewal Declarations are provided as in clause 18.0 Licence Renewals. Should for any reason the Initial Product change its certification date (e.g., due to non-renewal), the next product in line shall be designated the Initial Product and attract the Initial Product 'flag fall' fee.

## 18.0 Licence Renewals

**Annual Renewals:** Payment for each anniversary renewal in years 2 and 3 (where not paid in advance in year 1) are due minimum 2 months (60 days) before the end of each licence period.

Additionally, all renewals require the Global GreenTag Renewal Declaration Form to be completed and returned at the time of renewal fee payment.

Failure to submit, within 90 days of the product expiry date, the Renewal Declaration, any additional documents, and to implement any applicable changes that may be required as a result of the review of the information provided as well as from the review of the applicant's marketing materials and claims, may result in withdrawal of the Global GreenTag licence and certification and termination of the renewal (see clause 20.0 Expired Products and clause 26.0 Termination).

Global GreenTag offers as standard practice a once-off 20% discount on all first-time certification renewals. The 20% discount will be based on the initial certification only, and an annual increment in line with CPI will be applied. Licences expire on the 12-month anniversary as notified or from the date of first certificate issued relating to any single product. Applicants that have paid multiple years in advance are still required to complete and return the Global GreenTag Renewal Declaration Form three months prior to the 12-month anniversary date.

#### 19.0 Re-certification in Year 4

Payment for the first year in each new 3-year cycle is due 6 Months (180 days) before the end of the 3<sup>rd</sup> year anniversary date to allow sufficient time for re-certification. A full re-application is required to be submitted based on the current Application Templates at the time. These will be forwarded with the Re-certification Invoice.

Each new 3-year re-certification cycle will begin from the expiry date of the initial 3-year certification, regardless of when the re-certification was completed if re-certification was prevented by non-timely provision of data by the applicant. This applies even if the re-certification is not completed before the 3<sup>rd</sup> year anniversary date.

By default, it is assumed that the Applicant or Licence Holder will be continuing the use of the GreenTag Licence and logos whilst the product is undergoing re-certification. However, if the Applicant or Licence Holder can demonstrate that they have ceased using the GreenTag Licence and logos on all their marketing materials upon expiry of the initial 3-year certification, then GreenTag will amend the certification date for the new 3-year re-certification cycle to the actual date of re-assessment completion.

#### 20.0 Expired products

If the product Licence is expired, the manufacturer must immediately cease to further promulgate all new product marketing, packaging, advertising, or other material carrying the marks. Furthermore, all material carrying the marks is to be withdrawn or the marks removed or overlain within 90 days. Failure to comply with any of the above criteria may also give rise to corrective, legal, or other suitable actions, as appropriate.

#### 21.0 Assessment May Change on Re-Certification

Because of the life cycle analysis (LCA) basis of the assessment process, the eco-point rating may change due to background macro-economic and market /supply chain changes (e.g. changes to the renewable energy content or additional nuclear capacity added to a national power grid) even if manufacturer's data remains unchanged.

Additionally, Global GreenTag is committed to continual improvement. Therefore, we update on a regular basis our processes and procedures, and the requirements in our standards are reviewed at least once every three years (see clause 30.0 Modifications to the Standard and Assessment Processes).

#### 22.0 Special Discounts

Unless alternative written agreements are in place, any special introductory fees for GreenTag supplier services are only applicable for the first year. A discounted fee on the renewal of the service may be available but will be based on the price of the service at the time of renewal.

#### 23.0 Timelines and Unexpected Delays

Assessment of a product may commence when all information requested has been provided by the applicant and their required supply chain. Once assessment of a product is commenced, information requests not answered promptly may affect the delivery program e.g., it may necessitate putting the project to one side and placing it back in the project queue. Once back in the project queue, it may not be possible to just pick up the project immediately when information becomes available. Unreasonable delay or lack of meaningful response to information or meeting requests may be grounds for forfeiture and termination (see clauses 25.0 Non-Refundable Portion and 26.0 Termination).

#### 24.0 Required Audits, Audit Fees, and Failure to Audit

Applicants required to submit to onsite manufacturing facility audits must do so or arrange with their manufacturers to do so. The audit fee, excluding travel and incidental costs accrued by the auditor, will be disclosed to the applicant prior to the audit. Global GreenTag will send out tentative dates for audits and proposed fees to the applicant beforehand. Once the audit dates have been locked and confirmed by the applicant, an invoice will be issued for the audit fees, including travel and incidental costs, and full payment is due and should be made immediately and, in any case, prior to the departure of the auditor for the manufacturing site/s.

Any changes in audit plan or cancellation must be notified to GreenTag as soon as possible. There is no refund for cancellation/postponement once the itinerary is locked in or if the notification was received within 14 days before departure, whichever occurs first.

Applicants whose manufacturer or who themselves refuse a required audit (either actively or passively by failing or refusing to arrange suitable access to site/s and/or appropriate individuals) within 30 days of a request from GreenTag, may forfeit all application fees. In addition, rebooking the audit will require 100% prepayment of the audit fee and 100% loss if the second agreed audit date fails due to the actions or inaction of the applicant.

All outstanding audit related fees must be paid in full prior to the certification being issued to the applicant.



## 25.0 Non-refundable Portion

Before commencing Certification processes, GreenTag undertakes a pre-certification review of the product based on declared information in the Application Scoping Questionnaire and if the products pass this review it proceeds to certification. It is agreed by the parties, that any potential liability attached to acceptance into assessment of a product following successful Preliminary Ingredient Scans, where the product ingredient list is properly and fully disclosed to 0.01% of each homogenous ingredient and subsequently fails assessment and is not able to be certified, is limited solely to the refund of fees paid and to the extent permitted by law, expressly, Schedule 2 of the Competition and Consumer Act 2010, we will not be liable for any indirect, incidental, special or consequential loss.

If during certification, further information is provided or determined by GreenTag that results in rejection due to non-compliance with the Standard **OR** if the applicant withdraws its application for certification, a minimum non-refundable assessment fee applies as follows:

**GreenRate Certification:** 30% of the Initial quoted service fee and 30% of Like Product quoted service fee plus relevant *pro rata* fees.

**LCARate Certification:** 30% of Initial Product quoted service fee and 30% of Like Product quoted service fee plus relevant *pro rata* fees; 30% of the quoted service fee for LCI development fees plus relevant *pro rata* fees.

**Full GreenTag Certification:** 30% of Initial Product assessment fee and 30% of Like Product assessment fee plus relevant *pro rata* fees; 30% of the quoted service fee for LCI Development Fees plus relevant *pro rata* fees.

**PHD Certification:** 30% of initial product quoted service fee and 30% of Like Product quoted service fee plus relevant *pro rata* fees.

For any other services (LCI Development, Audit, EPD Generation and Third-Party Review), the non-refundable portion is 30% of the quoted service fee.

**Current Hourly *pro rata* rate for certification:** \$430/hr (subject to change without notification).

In instances of termination as a result of inaction by the applicant, a minimum non-refundable assessment fee of \$5000 will be applied, plus *pro rata* fees on current hourly charge-out rates for all relevant personnel and subcontractor time expended and committed prior to termination of the assessment up to the maximum Certification fee and LCI Development fees paid to that time.

## 26.0 Termination

Termination may be invoked at the complete discretion of GreenTag for any valid reason, inclusive of misconduct and/ or after 60 days of inaction by the applicant after the Quoted Fee is exceeded, and the applicant (or their agent) continues to fail to respond to any contact or question/s asked by email or phone by a GreenTag assessor. GreenTag will notify the manufacturer of its intent to terminate the assessment at least 7 days prior to the termination by email and phone to the applicant's nominated liaison contact.

On Termination or Rejection, certification fees will be forfeited in part or in full subject to clause 25.0 Non-refundable portion.

If the product Licence is withdrawn or terminated, the manufacturer must, immediately cease to further promulgate all new product marketing, packaging, advertising, or other material carrying the marks. Furthermore, all material carrying the marks is to be withdrawn or the marks removed or overlain within 90 days. Failure to comply with any of the above criteria may also give rise to corrective, legal, or other suitable actions, as appropriate.

## 27.0 Putting the Assessment on Hold

The applicant may choose to put the certification project on hold for a duration not exceeding 6 months. If required, this duration can be extended by up to 6 months. However, approval of any extension is at the complete discretion of GreenTag. Once the assessment is resumed, Clause 26.0 Termination may apply.

## 28.0 Disclosure of Product Volumes

For the purposes of calculating the overall environmental benefit of the GreenTag Scheme, the manufacturer agrees to provide approximate sales volumes to allow the calculation by GreenTag. These volumes will be aggregated and held confidentially by GreenTag and not disclosed externally in any identifiable or unique context or format that would allow individual identification of any product/s, manufacturer, or volume/s.

## 29.0 Use of Manufacturer Trademarks and Data

GreenTag Certificates, currency dates and PARs will be published on or via the GreenTag website. The GreenTag scheme is based on Life Cycle Assessment (LCA) underpinned by software tools constructed around 3D Information Modelling (BIM). GreenTag's publication of a GreenTag powered version of the BIM software is intended in the future and this agreement gives GreenTag permission to use the data, product name/s, and if relevant trademark/s on GreenTag's website/s and in the GreenTag version/s of relevant software when it comes to market. Note: this is a 'black box' product, and no disclosure of confidential information is believed possible.

## 30.0 Modifications to the Standard and Assessment Processes

GreenTag reserves the right to upgrade and review the content of the GreenTag Standard and/or assessment processes and impose any new conditions or standards at the beginning of each new 3-year period, in line with our policy of constant improvement. Such upgrades to the standard will not be without the required notification, consultation and review periods as required by the GreenTag Standard.

## 31.0 Environmental Product Declarations (EPDs)

EPDs are only included in the LCARate service when data quality permits compliance to ISO 14025 and ISO 14040, ISO 14044 Standards. Streamlined data sources often do not allow compliance and, unless agreed otherwise in writing, will not lead to the provision of an EPD as part of the certification. EPDs will also not be included in Personal or Cleaning Product certification.

EN 15804 EPDs and the required external verification, registration or membership fees are excluded from standard proposals and are always subject to separate quotation.

### 32.0 Product Health Declarations (PHDs) & HealthRATE Marks

PHDs and HealthRATE marks are issued solely on the basis of the limitations included in the document and as modified from time to time.

### 33.0 Modification of these Terms and Conditions

GreenTag reserves the right to change, modify or alter these Terms and Conditions as part of the license agreement at any time without prior notice. For new Applicants, such modifications shall become effective immediately upon the updated version becoming available on [www.globalgreentag.com](http://www.globalgreentag.com), and GreenTag announcing the changes by inclusion in one of the regular newsletters.

Such amendment/s to Terms and Conditions for existing Applicants and Licence Holders are subject to agreement by Applicants. Any objections must be lodged within 30 days of notice, or the changes take effect thereafter. In any case, changes will become effective from the next renewal period, which in any event must be no less than 6 months away and the applicant has the right to terminate the agreement if it does not agree with the proposed amendments. If the renewal period is within 6 months, the changes will take effect on the subsequent renewal.

### 34.0 Indemnity

GreenTag indemnifies the applicant against any loss or liability arising out of any breach by GreenTag of the obligations with respect to Confidentiality set out in clause 9.01(b) and or any other failure to keep the applicant's confidential information (including any intellectual property) strictly confidential.

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## Document Information and Revision History

Document Name	GreenTag® Certification Licence Agreement/
Original Author	GreenTag Process 6 -Terms and Conditions
	David Baggs
Current Revision Author(s)	David Baggs

## Revision History

Revision	Date	Author	Notes
1.3	8.1.10	DBaggs	Original Version on creation of document tracking
1.4	27.1.12	DBaggs	Upgrade to content and detail and Integration of 'GreenTag Terms and Conditions' and 'GreenTag Licence Conditions' documents into a single document
1.5	27.02.12	S Jacob	Added clause 26 and updated to CTM
1.6	14/5/12	M O'Connell	Added Clause 11
1.7	20/9/12	M O'Connell	Changed Ecospecifier to GreenTag
1.8	13.8.13	DBaggs	Changes to Clauses re Termination, minor editing and addition of Project Management Fee and related clauses
1.9	24.06.14	DBaggs	International Payments clarification added
2.0	30.09.14	DBaggs	EPD clause added
2.1	27.11.14	O Biaz	Range of fees clause added; payment of fees clause updated
2.2	28.11.14	O Biaz	Minor edits due to change of numbering. Adding name of clauses in text when referenced.
2.3	12.12.2014	O Biaz	Minor edits for spelling. Adding clause for putting on hold. Modification of range of fees clause. Clarification of non-refundable portion clause. Updating Certification Re-evaluation, Amendments or , Miscellaneous work or Provision of Assistance Clause.
2.4	19.12.2014	O Biaz	Changed "Resource Guide" to "Style Guide"
2.5	05.02.2015	O Biaz	Update <b>Modification of these Terms and Conditions</b> clause Update <b>Re-certification on year 4</b> clause
2.6	23.11.2016	O Biaz D Baggs	Update <b>Preamble</b> clause Update <b>Scope</b> clause Update <b>Applicant responsibility</b> clause Update <b>Range of fees</b> clause Update <b>Modification of these Terms and Conditions</b> clause
2.7	15.02.2017	O Biaz D Baggs	Update <b>Applicant Responsibility</b> clause Update <b>Applicant Documentation</b> clause Update <b>Certification Re-evaluation, Amendments, Miscellaneous work or Provision of Assistance</b> clause Update <b>Refundable Management Fee</b> clause Update <b>Expired Products</b> clause Update <b>Non-refundable Portion</b> clause Update <b>Termination</b> clause
2.8	03.08.2017	O Biaz S Ashar D Baggs	Update <b>Information Requests and Reasonable Time</b> clause Update <b>Licence Renewals</b> clause Update <b>Required Audits, Audit Fees and Failure to Audit</b> clause
2.9	12.10.2017	O Biaz S Ashar D Baggs	Update <b>Non-refundable portion</b>
3.0	21.02.2018	S Ashar DBaggs	Minor grammatical edits
4.0	4.06.2018	O Biaz S Ashar D Baggs	Update <b>Non-refundable portion</b>
5.0	13.05.2019	S Ashar	Update <b>Non-refundable portion</b>
6.0	31.07.2019	O Biaz	Update <b>Applicant Responsibility</b>
7.0	24.02.21	D Baggs	Changes to clause <b>3.0 Referenced Documents, 4.0 Invoices;</b> Reworking of clause <b>5.0 Fees</b> and <b>9.0 Applicant Responsibility;</b> to delete 'Worst case' fee concept; Deletion of duplicate requirement for submission from cl. 6.0 <b>Payment of Fees;</b>

			Addition of clause <b>32.0 Product Health Declarations (PHDs) &amp; HealthRATE Marks</b> and clause 34 <b>Indemnity</b> ; Changes to clauses <b>2.0 General</b> , <b>31.0 Environmental Product Declarations (EPDs) to include EN 15804 EPDs</b> , <b>33 Modification of these Terms and Conditions</b> ; Minor addition to clause <b>10.0 Certification</b> .
V7.1	17/03/22	TL	Update Address and ABN Details
V7.2	18/03/22	TL	Add to new letterhead
8.0	31/03/2022	NBA	Change in hourly rate
V9.0	0/11/2022	YK	Update clause 11.0 Certification Review, Re-evaluation, Amendments, Miscellaneous Work or Provision of Assistance to include one feedback request.
V9.1	27/2/23	TL	Update address
V10	09/06/2023	JJ	Update <b>Current Hourly <i>pro rata</i> rate for certification</b> Update <b>Section 26.0 Termination</b>
V11	21/07/2023	BRK	Update <b>Preamble</b> section Minor grammatical edits Update <b>Non-refundable Portion</b> section
V12	13/02/2024	JJ	Update <b>Non-refundable Portion</b> section
V13	01/07/2024	JJ	Update Letterhead

NOTE THIS DOCUMENT REPLACES BOTH GREENTAG TERMS AND CONDITIONS V1.3 AND LICENCE AGREEMENT V1.3 DOCUMENTS

