



Hungarian Forest
Certification
Non-profit Ltd.

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M E R

Magyar Erdőtanúsítási Rendszer

MER 06
2016-05-30
v1

Scheme Administration Forms and Templates

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Content

1	Application form for notification by HFC	4
2	Forest management certificate reporting form	7
4	Chain of custody certificate reporting form	11
5	Notification contract template	14
6	Application for PEFC logo use license	17
7	PEFC Logo Use Contract	20

1 Application form for notification by HFC

APPLICATION FORM FOR NOTIFICATION BY HUNGARIAN FOREST CERTIFICATION

I. Applicant's Identification Data

Organisation name			
Organisation's representative			
Addresses	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

II. Type of certification

- a) Forest Management certification ☐
- b) Chain of Custody certification ☐

III. Information and Documents for Application Processing:

- a) Forest Management certification

Accreditation number / expiry date of validity	
Accreditation Body Name	
Documents required to process the application:	
<input type="checkbox"/> Copy of the accreditation attestation issued against ISO/IEC 17021:2011 with the scope of the accreditation explicitly including MER 1001 v1 Sustainable Forest Management Standard of the Hungarian Forest Certification.	

- b) Chain of Custody certification

Accreditation number / expiry date of validity	
Accreditation Body Name	
Documents required to process the application:	
<input type="checkbox"/> Copy of the accreditation attestation issued against ISO/IEC 17065:2012, with the scope of the accreditation explicitly including certification against PEFC ST 2002:2013	

IV. Self-Declaration:

I hereby confirm that:

- I have read Hungarian Forest Certification's regulations concerning PEFC certification and notification and accept them,
- the data included in this application is complete and truthful.

Signature of applicant's representative
(given in Section I)

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APPLICATION PROCESSING FORM
(Completed by the Hungarian Forest Certification)

I. Application Processing:

		Date	Signature
Date application received	<input type="checkbox"/> Yes		
Fulfilment of the requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties returned	<input type="checkbox"/> Yes		

II. Notification Fee Payment:

Year	Amount	Paid on Date	Signature

III. Application Appeal Process:

		Date	Signature
Appeal received	<input type="checkbox"/> Yes		
Appeal processed with decision	<input type="checkbox"/> Positive <input type="checkbox"/> Negative		

IV. Suspension and Termination of the notification:

Statutes of Decision	Date	Penalty

Forest Management Certificate Reporting Form

Contact details:

Organisation name			
Organisation's representative			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

Certification Body Name	
Certificate number	
Subcertificate number (if applicable)	
Certificate issuance date	
Certificate expiry date	
Accreditation Body Name	
Accreditation Number	
Scope of the certificate (total area in hectares)	

[illegible]

7

Certified product information:

Product name	Product category code*	Product description*	Species code (can include more than one)

* See the next page for codes of product categories and species. If the product includes species of more than one category (e.g. 1 - coniferous and 3 - non-coniferous), please type all the appropriate codes into the column.

Code	Product categories		
01000	Roundwood		
01010		Sawlogs and veneer logs	
01020		Pulpwood	
01030		Chips and particles	
01040		Wood residues	
01050		Other industrial roundwood	
02000	Fuelwood and charcoal		
02010		Fuelwood (incl chips, residues, pellets, brickets, etc.)	
02020		Charcoal	
03000	Sawnwood and sleepers		
03010		Railway sleepers	
03020		Sawnwood	
04000	Engineered wood products		
04010		Laminated Lumber Products	
04020		Finger Jointed Lumber	
04030		Glue Laminated Products (Glulam)	
04040		Laminated Veneer Lumber (LVL)	
04050		Parallel Strand Lumber (PSL)	
04060		I-Joists / I-Beams	
04070		Trusses & Engineered Panels	
04080		Other	
05000	Wood based panels		
05010		Veneer sheets	
05020		Plywood	
05030		Particle board	
05031			OSB
05032			Other particle board
05040		Fibreboard	
05041			MDF
05042			HDF
05043			Softboard
05043			Hardboard
05044			Insulating board
06000	Pulp		
06010		Mechanical	
06020		Semichemical	
06030		Dissolving	
06040		Chemical	
06041			Unbleached sulphite pulp
06042			Bleached sulphite pulp
06043			Unbleached sulphate (kraft) pulp
06044			Bleached sulphate (kraft) pulp
06050		Recovered paper	
07000	Paper and paper board		
07010		Graphic papers	
07011			Newsprint
07012			Uncoated mechanical
07013			Uncoated woodfree
07014			Coated papers
07020		Household and sanitary paper	
07030		Packaging materials	
07031			Case materials
07032			Folding boxboards
07033			Wrapping papers
07034			Other papers mainly for packaging
07040		Other paper and paperboard	
07050		Converted paper products	
07060		Printed matter	
08000	Wood manufacturers		
08010		Packaging, cable drums, pallets	
08011			Packaging and crates
08012			Cable drums
08013			Pallets
08020		Furniture	
08030		Builders carpentry	

08031			Windows
08032			Doors
08033			Shingles and shakes
08034			Floors
08035			Others
08040		Decorative wood	
08050		Tools and turned wood	
08051			Tools
08052			Children toys
08053			Sport goods
08054			Musical instruments
08055			Other
08060		Other	
09000	Exterior products		
09010		Buildings and their parts	
09020		Garden Furniture/Outdoor Products	
09021			Garden furniture
09022			Playground equipment
09023			Decking
09030		Other	
11000	Cork and cork products		
11010		Natural cork and cork waste	
11020		Cork manufactures	
12000	Energy		
13000	Non-wood products		
14000	Other		

List of species			
1	Coniferous	All woods derived from trees classified botanically as Gymnospermae - e.g. fir (Abies), parana pine (Araucaria), deodar (Cedrus), ginkgo (Ginkgo), larch (Larix), spruce (Picea), pine, chir, kail (Pinus), etc. These are generally referred to as softwoods.	
2	Non-coniferous tropical	All woods derived from trees classified botanically as Angiospermae - e.g., maple (Acer), alder (Alnus), ebony (Diospyros), beech (Fagus), lignum vitae (Guiaicum), poplar (Populus), oak (Quercus), sal (Shorea), teak (Tectona), casuarina (Casuarina), etc. These are generally referred to as broadleaved or hardwoods.	Non-coniferous woods originating from tropical countries.
3	Non-coniferous other		Non-coniferous woods originating from countries other than tropical.
4	Not specified		

4 Chain of custody certificate reporting form

Chain of Custody Certificate Reporting Form

(to be completed for every certificate and every site covered by a multi-site certificate)

Contact details:

Organisation name			
Organisation's representative			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

Certificate information:

Certification Body Name	
Certificate number	
Subcertificate number (if applicable)	
Certificate issuance date	
Certificate expiry date	
Accreditation Body Name	
Accreditation Number	
Certified entity turnover for the last year in [currency]	

Certified product information:

Product name	Product category code*	Product description*	Species code (can include more than one)

* See the next page for codes of product categories and species. If the product includes species of more than one category (e.g. 1 - coniferous and 3 - non-coniferous), please type all the appropriate codes into the column.

Code	Product categories		
01000	Roundwood		
01010		Sawlogs and veneer logs	
01020		Pulpwood	
01030		Chips and particles	
01040		Wood residues	
01050		Other industrial roundwood	
02000	Fuelwood and charcoal		
02010		Fuelwood (incl chips, residues, pellets, brickets, etc.)	
02020		Charcoal	
03000	Sawnwood and sleepers		
03010		Railway sleepers	
03020		Sawnwood	
04000	Engineered wood products		
04010		Laminated Lumber Products	
04020		Finger Jointed Lumber	
04030		Glue Laminated Products (Glulam)	
04040		Laminated Veneer Lumber (LVL)	
04050		Parallel Strand Lumber (PSL)	
04060		I-Joists / I-Beams	
04070		Trusses & Engineered Panels	
04080		Other	
05000	Wood based panels		
05010		Veneer sheets	
05020		Plywood	
05030		Particle board	
05031			OSB
05032			Other particle board
05040		Fibreboard	
05041			MDF
05042			HDF
05043			Softboard
05043			Hardboard
05044			Insulating board
06000	Pulp		
06010		Mechanical	
06020		Semichemical	
06030		Dissolving	
06040		Chemical	
06041			Unbleached sulphite pulp
06042			Bleached sulphite pulp
06043			Unbleached sulphate (kraft) pulp
06044			Bleached sulphate (kraft) pulp
06050		Recovered paper	
07000	Paper and paper board		
07010		Graphic papers	
07011			Newsprint
07012			Uncoated mechanical
07013			Uncoated woodfree
07014			Coated papers
07020		Household and sanitary paper	
07030		Packaging materials	
07031			Case materials
07032			Folding boxboards
07033			Wrapping papers
07034			Other papers mainly for packaging
07040		Other paper and paperboard	
07050		Converted paper products	
07060		Printed matter	
08000	Wood manufacturers		
08010		Packaging, cable drums, pallets	
08011			Packaging and crates
08012			Cable drums
08013			Pallets
08020		Furniture	

08030		Builders carpentry	
08031			Windows
08032			Doors
08033			Shingles and shakes
08034			Floors
08035			Others
08040		Decorative wood	
08050		Tools and turned wood	
08051			Tools
08052			Children toys
08053			Sport goods
08054			Musical instruments
08055			Other
08060		Other	
09000	Exterior products		
09010		Buildings and their parts	
09020		Garden Furniture/Outdoor Products	
09021			Garden furniture
09022			Playground equipment
09023			Decking
09030		Other	
11000	Cork and cork products		
11010		Natural cork and cork waste	
11020		Cork manufactures	
12000	Energy		
13000	Non-wood products		
14000	Other		

List of species			
1	Coniferous	All woods derived from trees classified botanically as Gymnospermae - e.g. fir (Abies), parana pine (Araucaria), deodar (Cedrus), ginkgo (Ginkgo), larch (Larix), spruce (Picea), pine, chir, kail (Pinus), etc. These are generally referred to as softwoods.	
2	Non-coniferous tropical	All woods derived from trees classified botanically as Angiospermae - e.g., maple (Acer), alder (Alnus), ebony (Diospyros), beech (Fagus), lignum vitae (Guiaicum), poplar (Populus), oak (Quercus), sal (Shorea), teak (Tectona), casuarina (Casuarina), etc. These are generally referred to as broadleaved or hardwoods.	Non-coniferous woods originating from tropical countries.
3	Non-coniferous other		Non-coniferous woods originating from countries other than tropical.
4	Not specified		

5 Notification contract template

Notification Contract

Between

(1) Hungarian Forest Certification Non-Profit Ltd., hereafter the “HFC”, having its registered office at
8 Magyar str., H-9400 Sopron, Hungary

And

(2) [Certification body], hereafter the “Notified Certification Body”, having its registered office at
[address]

Whereas the Notified Certification Body is operating PEFC Chain of Custody certification recognised by HFC;

Whereas HFC is the governing body of the Programme for the Endorsement of Forest Certification schemes in Hungary, based on an administration contract signed with the PEFC Council.

Whereas the Notified Certification Body is to be granted notification, and HFC recognises certificates issued by the Notified Certification Body within the scope of valid accreditation to organisations which are registered in Hungary, and international sites participating in multi-site Chain of Custody certifications of these organisations.

Now, therefore the above said parties agree to the following:

Article 1

Definitions:

1. Chain of Custody of Forest Based Products – Requirements -

This is PEFC ST 2002:2013, Chain of Custody of Forest Based Products – Requirements, which forms part of the contractual documentation. PEFC ST 2002:2013 can be altered or replaced with another document by HFC.

2. Certification and Accreditation Procedures – Chain of Custody certification

This is PEFC ST 2003:2012, Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard. 2003:2012 can be altered or replaced with another document by HFC.

3. Tariffs of the Notification Fee of HFC

These are the tariffs defined in the HFC document MER 05 v1 Scheme administration Procedures, the relevant part of which is found in the annex of this contract.

4. Certificate Reporting Form

This is the form defined in HFC document MER 06 v1 Scheme Administration Forms and Templates, the relevant part of which is found in the annex of this contract.

Article 2: Responsibilities of the Notified Certification Body

The Notified Certification Body is obliged to:

- a) Pay HFC an annual notification fee for every certificate when invoiced by the HFC. The amount of the fees is specified in the HFC document MER 05 Scheme Administration Procedures, and can be changed by HFC during the validity of the contract. Any change to the contract between the HFC and the notified certification body resulting from a change in the rates will take effect the year following that in which the HFC has informed the Notified Certification Body, in writing, of the change.
- b) Agree to be listed on the publicly available, web based PEFC Information Register, including the certification body's identification data and/or other data as may be specified by the PEFC Council.
- c) Inform certificate holders about the range of information it is reporting to HFC and that this information (except the certificate holders' turnover) will be made publicly available on the PEFC Information Register.
- d) Inform the certificate holder how to obtain a PEFC Logo use license from HFC.

The Notified Certification Body carrying out Chain of Custody certification is obliged to:

1. Have and keep valid accreditation issued in compliance with PEFC ST 2003:2013 and inform HFC immediately about any changes in the accreditation. Upon request it shall provide updated evidence that it still meets the requirements of valid accreditation.
2. Carry out PEFC chain of custody certification against PEFC ST 2002:2013 within the scope of the valid accreditation.
3. Provide HFC immediately and truthfully with a completed reporting form for each Chain of Custody certificate and every site covered by a multi-site certificate, issued under the scope of notification by the HFC and on changes concerning reported certificates.
4. Provide HFC, upon request, with a list on certificates issued under the scope of notification by HFC, including information defined in the reporting form in the appendix to this document.

Article 3: Responsibilities of HFC

1. HFC recognises the certificates issued by the Notified Certification Body in compliance with this contract and provides holders of the certificates with access to a PEFC Logo usage license under the conditions specified by HFC.
2. HFC is obliged to inform the Notified Certification Body of any changes to the regulations and documentation which affects this contract.

Article 4: Contract Termination

1. Either party may terminate the contract with three-month prior notice provided in writing and by registered letter to the last known address.
2. HFC may suspend the contract with immediate effect, if there are reasons to believe that any provision of the notification contract is not being adhered to.
3. Withdrawal, suspension or the end of the validity of the Notified Certification Body's accreditation, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or the end of the validity of the accreditation.
4. No notification fee is refunded to the Notified Certification Body in case of temporary suspension or

termination of the contract according to the Article 4, bullet 1, 2 and 3.

5. The HFC is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the Notified Certification Body.

Article 5: Validity of the Contract

1. The contract enters into force when it has been signed by both parties, and valid for the period of the validity of the Notified Certification Body's accreditation.

Article 6: Governing Law - Jurisdiction

1. This contract is subject to Hungarian law.

Signed in duplicate.

In _____ on _____

In _____ on _____

For and on behalf of
the Hungarian Forest Certification Non-profit Ltd.

For and on behalf of
the Notified Certification Body

6 Application for PEFC logo use license

APPLICATION FOR PEFC LOGO USE LICENSE

I. Applicant's Identification Data

Organisation name			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

In case of application for multi-license covering several sites, the application shall include identification and contact details of all sites for which the application is made.

II. Applicant's Logo User Group

(only one category can be marked in single application)

B. Forest owners / managers	<input type="checkbox"/> Holder of an individual Forest Management certificate <input type="checkbox"/> Central office of a Group Forest Management certification <input type="checkbox"/> Participant in a Group Forest Management certification
C. Forest related industries	<input type="checkbox"/> Chain of Custody certificate holder <input type="checkbox"/> Participant in a multi-site Chain of Custody certification <input type="checkbox"/> Application for multi-license covering several sites
D. Other Users	<input type="checkbox"/>

III. Information and Documents for Application Processing:

Certificate number (if group B or C)	
Certificate expiry date (if group B or C)	
Certification body (if group B or C)	
Documents required for processing the application:	
<input type="checkbox"/> Copy of the PEFC certificate (if group B or C) <input type="checkbox"/> Copy of the confirmation of participation in Group Forest Management certification or multi-site Chain of Custody (group B or C, if applicable) <input type="checkbox"/> List of all sites covered by the application, including full contact details (if application for multi-license, group C) <input type="checkbox"/> Signed free form explanation of the intended logo use	

IV. Self-Declaration:

I hereby confirm that:

- I have read HFC's regulations concerning PEFC logo use and accept them,
- the data included in this application is complete and correct.

Signature of applicant's representative

--

APPLICATION PROCESSING FORM

(Completed by Hungarian Forest Certification)

I. Application Processing:

		Date	Signature
Date of application receive	<input type="checkbox"/> Yes		
Fulfilment of the requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract sent to the applicant	<input type="checkbox"/> Yes		
Signed contract received	<input type="checkbox"/> Yes		
Contract signed by both parties sent to the applicant	<input type="checkbox"/> Yes		
Applicant provided with access to PEFC logo and labels	<input type="checkbox"/> Yes		

II. Application Appeal Process:

		Date	Signature
Appeal received	<input type="checkbox"/> Yes		
Appeal processed with decision	<input type="checkbox"/> Positive <input type="checkbox"/> Negative		

III. Revocation and Termination of the License:

Statutes of Decision	Date	Penalty

APPLICATION FOR ONE-OFF USE of the PEFC LOGO

I. Applicant's Identification Data

Organisation (Individual) name			
Address	Street, No.		
	City	Zip	
	Country		
Contact person			
Telephone		Fax	
E-mail		Http	

II. Purpose of the PEFC Logo use

Explanation of the intended use of the PEFC logo

Signature of applicant's representative
(given in Section I)

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7 PEFC Logo Use Contract

PEFC Logo Use Contract

Between

(1) Hungarian Forest Certification Non-Profit Ltd., hereafter the “HFC”, having its registered office at 8 Magyar str., H-9400 Sopron, Hungary

And

(2) Name and address of the logo user, hereinafter the “logo user”, having its registered office at address

Whereas the **name of organisation** is a logo user under the logo user group **x: name of group** as defined in the PEFC Logo Use Rules, including the following sites:

Whereas the HFC is authorised to issue logo use licences by the owner and the copyright holder of the PEFC logo which is a registered trademark;

Whereas the owner and the holder of copyrights of PEFC logo is the Programme for the Endorsement of Forest Certification schemes, hereafter PEFC Council, having its registered office at World Trade Center 1, 10, Route de l’Aéroport, CH – 1215 Geneva, Switzerland

Whereas the logo user is to be granted a license for the PEFC logo with registration number PEFC/.....and to be allowed to use the PEFC logo according to the PEFC Logo Use Rules;

Now, therefore the above said parties agree to the following:

Article 1: Definitions:

1. The PEFC Logo Use Rules

This is set of requirements for the use of the PEFC Logo defined in PEFC ST 2001:2008. PEFC ST 2001:2008 is publically available in English at www.pefc.org. PEFC ST 2001:2008 is valid as stated now and as may be from time to time altered by the PEFC Council.

2. Tariffs of PEFC logo fees

This is set by the HFC document MER 05 v1 Scheme Administration Procedure, the relevant part of which is found in the annex of this contract.

Article 2: Copyrights to the PEFC logo

1. For the avoidance of any doubt, the PEFC logo is copyright material and is a registered trademark owned by the PEFC Council. The initials “PEFC” are covered by copyright and are registered. Unauthorised use of this copyright material is prohibited and may lead to legal action. The use of the PEFC logo is regulated and governed by the PEFC Council.

Article 3: Responsibilities of the Logo User

1. The logo user is obliged to use the PEFC logo in accordance with the PEFC Logo Use Rules and together with a registration number issued by the PEFC Council so as to ensure that the logo user is identifiable on its basis.

2. The logo user is obliged to pay a PEFC logo use fee based on an invoice issued by HFC. The amount of the fee is specified in the Tariffs of the PEFC Logo Fee and can be changed by the HFC during the validity of the contract.

The corresponding change in the contract between HFC and the logo user concerning the fees takes effect the next year after HFC informed the logo user, in writing, of the change.

3. The logo user is obliged to inform HFC immediately and truthfully on any changes concerning logo user's identification data and certified status, the latter in case of logo user group B and C.

Article 4: Responsibilities of HFC

1. HFC is obliged to provide the logo user with the PEFC Logo Usage Toolkit within 2 weeks following the signing the contract and the receipt of payment for the logo use fee at the HFC's bank account.

2. HFC is obliged to inform the logo user on any changes of the PEFC Council regulations and documentation concerning the PEFC logo use which affect this contract.

Article 5: Penalty

1. HFC may impose, in case of user group B and C, a contractual penalty of a HUF amount being one-fifth the market value of the products to which unauthorised on- or off-product logo use relates, unless the logo user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 4,500,000 HUF.

2. HFC has the right to alter the amount of penalty demanded for use of the PEFC logo in contravention of the contract. The change shall come into effect in the contract between the HFC and the logo user three months and five days after the former has informed the latter, in writing, of the change.

Article 6: Contract Termination

1. Either party may terminate the contract with three-month prior notice by registered letter.

2. HFC may terminate the contract with immediate effect if there are reasons to believe that any of the terms of the contract or the PEFC Logo Use Rules are not being adhered to.

3. Withdrawal or the end of the validity of the PEFC recognised forest management certificate, in case of the group B logo user or PEFC recognised chain of custody certificate, in case of the group C logo user, will result in automatic termination of the contract with effect on the same date as the withdrawal or the end of the validity of the forest management or the chain of custody certificate.

4. No PEFC logo fee is refunded to the logo user in case of termination of the contract according to the Article 6, bullet 2, 3, and 4.

5. HFC is not obliged to pay compensation for any costs or other damages which termination causes to the logo user.

Article 7: Reporting and Presentation

1. HFC is permitted to present publicly logo user's identification data and information concerning the certification status provided by the logo user.

2. The logo user, in case of user group B and C, shall undertake to provide, immediately after each audit, HFC with a notification, verified by the certification body, of the on-product use of the PEFC logo, e.g. broken down by product, product category, production unit or similar, to the degree of accuracy that the chain of custody system used by the logo user permits. In the same conjunction, the logo user shall supply HFC with a detailed, free form account of any off-product use of the PEFC logo.

3. The logo user, in case of user group D, shall give HFC an annual report containing an itemised, free form account of the PEFC Logo's off-product use.

Article 8: Validity of the Contract

1. The contract enters into force when it has been signed by both parties and the logo user has paid the PEFC logo fees based on an invoice issued by HFC.

Article 9: Other terms of the contract

1. HFC reserves the right to carry out (by itself or to commission a third party to act on its behalf) an on-site inspection of the logo user's operations if it has received a complaint by third party or if HFC has reasons to believe that the contract is being contravened. The logo user shall bear responsibility for the costs of said inspection and any other detrimental effects.

2. The logo user, in case of the group B and C, undertakes to enter an agreement with the certification body within three months of signing this contract (a copy to be sent HFC) to that effect that, in conjunction with the audits conducted subsequent to signing this contract, certification body will examine the system by means of which the logo user keeps records of the production volumes marked with the PEFC logo and how the Logo is used on them. The certification body shall have a right to inform HFC of changes in relation to logo usage of which it is aware, without consulting the logo user.

Article 10: Arbitration

1. This contract is subject to Hungarian law.

2. Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Sopron, subject to a right of appeal to the Hungarian Supreme Court.

Signed in duplicate.

In Sopron on
For and on behalf of
the PEFC Council Hungarian Forest
Certification Non-Profit Ltd

In _____ on _____
For and on behalf of
the logo user

Appendix 1: Quote from the HFC document MER 05 v1 Scheme Administration Procedures

7.7 Calculation of logo fees:

Logo user category	Issuance fee* (HUF)	Periodic fee* (HUF)
User group B: Forest owners and managers	0	0
User group C: Forest related industries	0	0
User group D: Other users	0	0

* Does not include value-added tax and subject to change