

**SERVICE PROVISION CONTRACT FOR THE CERTIFICATION OF PRODUCTS FROM ORGANIC AGRICULTURE**  
**GENERAL CONDITIONS**

**BETWEEN**

**CERTISYS S.R.L./B.V.**

having its seat at B-1150 Brussels  
avenue de l'Escrime, 85,  
Company number : BE 0445.344.915

hereafter called "the inspection and certification body"

**AND :**

<b>Legal name</b>	
<b>Company number</b>	
<b>Street + number</b>	
<b>Postcode + city + country</b>	
<b>Phone</b>	
<b>E-mail</b>	

Hereafter called "the applicant",

**PREAMBLE:**

The use of every reference to the organic production method is conditioned by the obtention of an authorization of an inspection and certification body. Every operator that produces or handles products from organic farming in order to market them must submit his operation to the inspection system through an inspection and certification body. Such a body must provide sufficient guarantees of competence, efficiency and independence towards any firm of the sector. These guarantees are attested by CERTISYS accreditation according to the ISO 17065 Standards (see certificates BELAC). For its inspection activities in Belgium regarding organic agriculture, CERTISYS has been recognized as an inspection body by the Belgian public Authorities on Sept. 19, 1992. July 17, 2007, Feb. 22, 2008 and by the EU since 2011.

**UNDERSIGNED PARTIES AGREE WITH THE FOLLOWING:**

**ARTICLE 1: SUBJECT OF THE CONTRACT**

The purpose of the contract is to entitle both partners to set up a sustainable collaboration in order to attribute the authorization to refer to the organic production method. This authorization provides consumers with a guarantee stating that the mentioned products are really from organic agriculture under the regulation in force.

**ARTICLE 2: ACCEPTANCE OF THE CONTRACT AND THE GENERAL CONDITIONS**

The present general conditions apply to all services provided by CERTISYS. The applicant can consult these general conditions on the website [www.certisys.eu](http://www.certisys.eu). When an applicant calls upon the services of CERTISYS, he is deemed to know and accept without reserve the present general conditions. Unless CERTISYS publishes or communicates a more recent version in any form, the present general conditions shall also apply to all future relations between the parties. Any addition, modification or derogation must be expressly accepted in writing by CERTISYS beforehand.

**ARTICLE 3 : DEFINITION OF THE MISSION**

The applicant entrusts to the inspection and certification body the complete set of inspection and certification processes where organic farming is concerned:

This body will constitute a file respecting following steps:

1. Administrative enquiry by questionnaire,
2. Annual inspection on activity sites
3. Unannounced inspections according to the risk assessment made by the inspection body,
4. Synthesis of the inspection data.
5. Submitting of the inspection data to certification service.

The conclusions of the inspection and certification body are notified to the applicant and the authorizations are send in case of a positive conclusion. This authorization is valid from the notification by the inspection body. The notification must be sent the

latest 8 days after the decision.

#### **ARTICLE 4 : CONDITIONS OF THE MISSION**

The inspection and certification body commits itself to:

1. comply with the Standard for Organic Production as recognized equivalent by the EU Authorities
2. carry out the necessary inspections in order to draw up a file.
3. notify its decision to the applicant the latest sixty days after the inspection date or at least, notify him by writing in this time period, the reasons justifying a longer time period needed.
4. observe professional secret, that is, not disclose confidential information of which it would have knowledge for the elaboration of the file. The confidential character of the information is presumed until proof of the contrary.
5. when it calls upon a sub-contractor other than a laboratory, especially for field inspections, to specify this in the estimate addressed to the applicant who will then be able to reject it.
6. carry out inspections in presence of the applicant or his representative.

The applicant commits himself to:

1. observe the Standard for Organic Production as recognized equivalent by the EU Authorities
2. perform the operations in accordance with the requirements for organic farming
3. make sure that all premises he intends to use for the storage of products are submitted to the inspection system.
4. answer to a document of inspection by questionnaire within 8 days as from the sending of this questionnaire
5. accept an inspection visit at the company seat and at the production sites
6. accept observers to attend these inspections, if needed,
7. accept one or more unannounced inspections,
8. inform the inspection and certification body of any changes regarding the certified products, manufacturing process, storage premises and transport conditions.
9. facilitate work by the inspection body, especially during physical inspections, by giving access to the premises and productions venues especially for sampling,
10. provide the elements needed during the inspection, this is:
  - purchase and sale accounting
  - invoices
  - labels, packaging, labels accounting
  - advertising documents
  - material accounting
  - any technical, health monitoring or bookkeeping document
11. provide the inspector with a register of every formal claim regarding the compliance of the products with regard to the Standard for Organic Production as recognized equivalent by the EU Authorities.
12. Take appropriate actions following claims or regarding any non-compliance observed in a product with regard to its compliance with the technical requirements.
13. Register the corrective actions following a claim;
14. Accept one or more additional inspections when the inspection and certification body requires it, following to stated non-compliances and pay the costs according to the rate in force
15. remove the marks with reference to the organic production method of any batch or production affected by an irregularity, including written information to potential buyers of this type of products in order to make sure all references to organic farming are suppressed.
16. accept when clear violation is observed or with long lasting effect, the prohibition of commercialising products with indications with reference to the organic production method.
17. accept the exchange of information between these Authorities or these bodies\_when the operator and/or his subcontractors fall under the competence of different Authorities or inspection bodies, in accordance with the inspection system defined by the concerned Member State,
18. accept to transfer their inspection file to the subsequent Authorities or inspection bodies\_when the operator and/or his subcontractors fall under the competence of different Authorities or inspection bodies;
19. accept to inform immediately the competent Authorities as well as the concerned Authorities and inspection body when the operator quits the organic control system;
20. accept, when the operator quits the organic inspection system, that a record of the inspection file will be kept during a period of at least five years;
21. accept to inform the concerned inspection body immediately in case an irregularity or an infringement is stated which alters the organic nature of his products or of organic products supplied by other operators or subcontractors.
22. copy the certification documents in their integrity or as specified by the certification program.
23. Inform immediately the certification body of all changes which might have an incidence on his capacity to satisfy the certification requirements.

According to the Standard for Organic Production as recognized equivalent by the EU Authorities, the operators' name, contact

data and the organic certificates have to be published. They are online on the web site of the inspection and certification body. Your data may be transmitted to the European Commission as well as to the other Member States according to the European legislation.

In the context of an administrative simplification your data may be transmitted to or required by third persons as far as the processing of your data falls under the legal provisions.

According to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) you have in particular the right to examine this data and, if necessary, to request its correction. For this purpose, you can contact the inspection and certification body.

#### **ARTICLE 5 : ANALYSES**

Samplings will be taken in the presence of the applicant or his representative who will sign the sampling documents. 2 samples will be taken, sealed with mention of possible remarks. The applicant accepts that products intended to analysis are sampled free of charge without any financial compensation for the obtained samples. The second sample is stored by the inspection and certification body as a necessary follow-up in accordance with our procedures for the follow-up of positive analyses. This will be automatically destroyed in the event of a negative analysis and/or if the deadline for responding to a positive result is exceeded.

Only the inspection and certification body decides about the type of analysis to perform. The samples will be sent to a laboratory recognized by the inspection and certification body. The results will be sent by the laboratory to the inspection and certification body and by the latter to the applicant.

After reception of the results of the first analysis and in case of objection, the applicant has the right to ask to have a counter-analysis carried out on his costs by a laboratory of his choice recognized by the inspection and certification body.

#### **ARTICLE 6 : FEES AND PAYMENT CONDITIONS**

The annual fee for inspection is determined according to the annual rates edited by the end of the year for the next year and available online. The rate can also be sent by post on simple request.

The rate in force is attached to the present contract and the applicant acknowledges to have read it and to accept it. A quote will be established on the basis of the annual rate in force.

For every new application, the invoicing of the annual fee will be as follows:

- a deposit of 70% of the quote must be paid before the inspection will be carried out. The deposit is not refundable, even if, next to the inspection, the application is rejected.
- the balance when receiving the certification decision and after receiving the invoice.

The contribution can be increased if additional inspections (administrative or on the spot) are necessary :

1. When the inspection was hampered, in particular because :

- the inspection sites were inaccessible.
- the bookkeeping was unavailable or incomplete.
- Insufficient information concerning crop rotation, fertilization, treatments or handling processes.

2. in case of non-compliances or specific risks.

The amount of the invoices are payable cash and on CERTISYS account, unless otherwise stipulated in writing. In no way they can be paid from hand to hand to a member of the personnel, unless written approval by the management.

#### **Unless otherwise stipulated:**

In case of non-observance of payment dates, an interest counted at 15% annually will be due (without notice) by the only fact of expiry date of the invoice on all the amounts due at 60 days from the date of issue of the invoice

Moreover, in case of non payment at the invoice expiry date of the total invoice or part of the invoice, the amount due will be increased with a lump and indivisible indemnity of 15%, with a minimum of 25 euros.

this clause regarding interests and lump indemnities is accepted by the client in application of articles 1147, 1231, and 1229 of the Belgian Civil Code.

Absence of payments of due amounts at the payment dates entails, after notice by registered mail with acknowledgement of receipt, refusal of the authorization of the reference the organic production method or its revocation if the authorization had been granted already and this from the 15th working day from the transmission of the notice.

The fact that the inspection and certification body does not use one or another clause drawn up in his advantage in the present general conditions, must not be interpreted as a renunciation.

#### **ARTICLE 7 : REFERENCE TO THE INSPECTION AND CERTIFICATION BODY**

The reference to the inspection and certification body is authorized only at reception of the authorization notification.

The reference to the inspection and certification body on labels and packaging is authorized only to the products covered by the authorization.

Every document, label or packaging with reference to the organic production method as well as to the inspection and certification body, must comply with the regulatory requirements.

The applicant is allowed to reproduce the brand or logo of the inspection and certification body under the condition that he

complies with the document regulating the use of Certisys® brand, attached to this contract. The applicant shall acknowledge being aware of it and accepts the terms and conditions of it .

Every abusive or fraudulent use of the name of the inspection and certification body, his brand or logo, will entail payment of a lump indemnity equal two times the annual fee, apart from more important indemnities if necessary. In case of abusive use, the amount of lump indemnity is limited to 2500,00 euros.

As soon as the authorization is revoked, has expired or at the end of the present contract, the applicant commits himself to remove every reference to the inspection and certification body.

Under no circumstances may the BELAC symbol of the Belgian accreditation body (FPS Economy) appear on the labelling, documents and products of the applicant, holder of a certificate issued by the inspection and certification body.

**ARTICLE 8 : TERM OF VALIDITY OF THE AUTHORIZATIONS**

Validity of the certificates is linked to the life cycle of the product except in case of revocation of the certification.

**ARTICLE 9 : TERM OF CONTRACT, RENEWAL, DENUNCIATION**

The present contract is valid for the calendar year and is renewed by tacit agreement the next years each first day of January, according the rates in force for each of these years.

In case either party doesn't wish to renew the present contract, the party will have to inform the other party about termination of the contract by registered mail with acknowledgement of receipt at least three months before the end of the present contract.

Guilty non-observance by one of the two parties of one or another clause of this contract can entail cancellation of the present contract if the guilty party has not made the necessary corrective actions in 30 days from the date of transmission of a registered letter with the observed non compliances.

The non-acceptance of the quote mentioned in article 5 by the applicant may lead to the unilateral termination of this contract by the control and certification body if the applicant has not reacted within 30 days from the date of sending a registered letter mentioning the non-acceptance of the quote.

**ARTICLE 10: LIABILITY**

The inspection and certification body is only held with regard to the applicant to an obligation of means, is liable towards him and his rightful claimants only in case of intentional mistake and severe personal mistake and his liability is limited to an amount of 20.000 euros per damage and per year.

The applicant has to inform in writing the inspection and certification body of the possible damages within the month when the damage has occurred, otherwise the damage claim can expire.

In case of interdiction of marketing of products, the applicant has no other appeal than this provided by the appeal procedure according to the certification plan of the inspection and certification body and the appeal procedure foreseen in the regional Decree.

**ARTICLE 11 : COMPETENCE**

Every litigation with regard to the conclusion, the execution of the interpretation of the present contract is submitted to Belgian Law and Tribunals in the jurisdiction of Brussels are competent.

Drawn up in two copies in Brussels on		
<i>On behalf of CERTISYS srl</i>	<i>For the applicant</i>	
Franck BRASSEUR	Name + Firstname:	
Managing Director	Function :	
Signature :	Signature :	

The present document is property of CERTISYS. It may not be reproduced or transmitted, even partly, without prior explicit authorization of CERTISYS.