

**ORGANIC SERVICE PROVISION CONTRACT FOR CERTIFYING PRODUCTS FROM ORGANIC AGRICULTURE
ACCORDING TO THE US NOP**

GENERAL CONDITIONS

NOP Inspection

BETWEEN : **CERTISYS srl/bv**
having its seat at 1500 Brussels BELGIUM
Avenue de l'Escrime, 85, Schermlaan
Company number: BE 0445.344.915

AND : Name :

 Address :

hereafter called « the applicant »,

PREAMBLE:

The use of every reference to the organic production method is conditioned by the obtaining 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 as provided by its accreditation according to the ISO 17065 norm and its recognition by the Belgian public authorities on Sept. 19, 1992.

Certisys has concluded a cooperation agreement with Bio.Inspecta AG Switzerland in order to offer applicants the possibility to refer to the NOP (US-National Organic Program)

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

The authorization applied for regards following products :

The products for which certification is applied are produced only on following production sites :

ARTICLE 2 : DEFINITION OF THE MISSION:

The applicant entrusts to Certisys the administrative coordination of the NOP application with Bio.Inspecta AG Switzerland

ARTICLE 3 : CONDITIONS OF THE MISSION

Certisys commits itself to:

- carry out the necessary inspections in order to draw up a file through its duly authorized auditors mandated by Bio.Inspecta AG Switzerland.
- observe professional secret, that is, not to 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.
- carry out inspections in presence of the applicant or his representative.
- carry out the administrative coordination of the NOP application with Bio.Inspecta AG Suisse

The applicant commits himself to:

- observe the NOP Rule
- fill in every questionnaire or document within 8 days starting from the day of sending the questionnaire or document.
- accept an inspection visit at the company seat and at the production sites,
- accept one or more unannounced inspections,
- facilitate work by the inspection body especially during physical inspections, by giving access to the premises and production venues especially for sampling,
- accept one or more additional inspections when the inspection and certification body Bio.Inspecta AG Switzerland requires it, following to stated non-compliances and pay the costs according to the tariff in force.
- accept that Certisys transmits every information from the control file concerning NOP.

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 Certisys.

ARTICLE 4: FEES AND PAYMENT CONDITIONS

For new applicants, a non refundable fee is charged at opening of the file.

The applicant undertakes to provide Certisys with the information necessary to establish the invoicing, including the turnover of the NOP activity concerned, at the latest one month after the end of its financial year.

For missions in Belgium, the annual fee for inspection is determined according to the annual rates edited and provided by Certisys the latest in December for the next year. The rate in force is attached to the present contract and the applicant acknowledges to have read it and to accept it.

For missions outside Europe, a quote will be established on the basis of the annual rate in force. A deposit of 50% of the quote must be paid before the inspection will be carried out. The deposit is not refundable.

The payment of the annual fee will take place according to following conditions:

- 50 % of the total amount of the quote (VAT included) when accepting the quote and receiving the invoice.
- the balance when receiving the certification decision and after receiving the invoice.

Any local taxes are the responsibility of the applicant

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

- when the inspection was hampered, in particular because :
 - the inspection sites were inaccessible.
 - the bookkeeping was not available or incomplete.
 - insufficient information concerning crop rotation, fertilization, treatments or handling processes.
- in case of serious infringement.

The amount of the invoices is payable in 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 staff, 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, 1152, and 1229 of the Belgian Civil Code.

The fact that Certisys does not use one or another clause drawn up in his advantage in the present general conditions, The present document is property of CERTISYS. It may not be reproduced or transmitted, even partly, without prior explicit authorization of CERTISYS.

must not be interpreted as a renunciation.

ARTICLE 5 : REFERENCE TO CERTISYS

The reference to Certisys on other documents and labels issued by the company is prohibited. In no way the applicant is allowed to reproduce the brand or logo.

Every abusive or fraudulent use of Certisys, 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 €.

ARTICLE 6 : TERM OF CONTRACT, RENEWAL

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.

ARTICLE 7 : LIABILITY

Certisys is only hold 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 € per damage and per year.

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

ARTICLE 8 : COMPETENCE

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

Drawn up in two copies in Brussels, on (date)

On behalf of CERTISYS srl/bv

For the Applicant

Blaise HOMMELEN
Managing director

Name :
Function :