

SERVICE PROVISION CONTRACT FOR CONTROLLING WITHIN THE SCOPE OF  
**BIOSUISSE AGREEMENT**

GENERAL CONDITIONS

**BETWEEN** : **CERTISYS sprl**,  
having its seat at B-1150 Brussels  
avenue de l'Escrime, 85,  
Company number: BE 445.344.915

**AND** : Name :  
  
Address :

hereafter called « the applicant ».

The signatories agreed to the following articles:

**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 grant the authorization to use the BIOSUISSE trademark

**For the products present on the following sites**  
(sales sites, storage sites, processing sites, etc... of the applicant only) :

**For the labelling of the following products :**

**ARTICLE 2 : DEFINITION OF THE MISSION:**

The applicant entrusts to the inspection body the complete set of inspection processes asked by BIOSUISSE.

The body will constitute a file respecting following steps :

- administrative inquiry by questionnaire sent by postal mail,
- annual inspection on the production venues,
- unannounced inspections,
- synthesis of the inspection data.
- transmission of the inspection file to BIOSUISSE

**ARTICLE 3 : CONDITIONS OF THE MISSION**

The inspection body commits itself to:

- comply with the rules drawn up by BIOSUISSE.
- carry out the necessary inspections in order to draw up a file.
- observe professional secret, that is , not disclose confidential information of which it would have knowledge for the elaboration of the file with the exception of BIOSUISSE. The confidential character of the information is presumed until proof of the contrary.
- Transmit the inspection file to BIOSUISSE
- inspections are carried out in presence of the applicant or his representative.

The applicant commits himself to:

- observe the BIOSUISSE specifications.
- answer to a document inspection by postal questionnaire
- 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,
- providing the elements needed during the inspection, that is:
  - o purchase and sales accounting
  - o invoices
  - o labels and packages counting
  - o advertising documents
  - o material counting
  - o any technical, health monitoring or bookkeeping documents
- provide the inspector with a register of every formal claim regarding the compliance of the products with the BIOSUISSE specifications.
- take appropriate actions following claims or regarding any non-compliance observed in a product which might affect its conformity with the requirements of the technical standards.
- register the corrective actions after any claim
- accept one or more additional inspections when the inspection body requires it, following to stated non-compliances and pay the costs according to the rates in force.
- remove the marks with reference to BIOSUISSE of any batch or production affected by an irregularity,
- accept when clear violation is observed or with long lasting effect, the prohibition of commercialising products referring to BIOSUISSE.
- accept, where the operator and/or its subcontractors come under different inspection bodies, the transmission of their inspection files to subsequent inspection bodies,
- agree, when the operator withdraws from the control system, to inform the control body concerned without delay.
- agree, when the operator withdraws from the control system, to keep the control file for a period of at least five years;
- agree to inform without delay the control body concerned of any irregularities or infringements affecting raw materials or BIOSUISSE products received from other operators or subcontractors.
- inform the control body without delay of any changes which may affect its ability to comply with the BIOSUISSE requirements.

In accordance with the General Regulation (EU) 2016/679 of 27 April 2016 on the Protection of Individuals with regard to the Processing of Personal Data and on the Free Movement of such Data (RGPD), you have in particular the right to take cognizance of this data and if necessary to request its correction. To this end, you can contact the control body.

#### **ARTICLE 4 : ANALYSES**

Samplings will be performed in the presence of the applicant or his representative who will sign the sampling documents. Samples will be performed in 2 copies. These shall be sealed and shall mention possible remarks. The second copy is stored by the inspection body until reception of a negative result of a first analysis and 8 working days after sending a positive result to the applicant .

The inspection body decides which type of analysis is to be performed. The samples will be sent to a laboratory which is recognized by the inspection body. The results will be sent by the laboratory to the inspection body and by the latter to the applicant.

After receiving the results of the first analysis and in case of objection, the applicant has the right to ask within 8 working days to have a counter-analysis carried out on his costs by a laboratory of his choice which is accredited on the basis of the ISO/IEC 17025 standard or recognized by the inspection body.

#### **ARTICLE 5 : FEES AND PAYMENT CONDITIONS**

The annual fee for inspection is determined according to the annual rates edited and provided by the inspection body at the latest in December for the next year.

The rate in force is attached to the present contract and the applicant acknowledges having read it and accepting it.

For every new application, a deposit must be paid when opening the file. The deposit is not refundable, even if, next to the inspection, the application is rejected

The fees are always payable in advance. Staggered payment may be requested by the applicant.

The fee may be increased if additional controls are necessary:

- when the control mission has been made difficult, in particular because :
  - the plots or premises were inaccessible.
  - the accounts were unavailable, poorly kept or incomplete.
  - information concerning fertilisation, the rotation, treatments or transformation process was incomplete.
- in the event of a serious infringement.

The amount of our invoices is payable in cash and to our account, unless otherwise agreed in writing. Under no circumstances may they be paid by hand to a member of our staff, unless otherwise authorised in writing by the Management.

Unless expressly agreed otherwise :

- in the event of late payment, interest at the rate of 15% per annum shall be due automatically and without notice of default, by the sole fact of the due date of the invoice on all sums due 60 days from the date of issue of the invoice.
- In addition, in the event of non-payment of all or part of an invoice on the due date, the amount due will be increased, by

operation of law, by a fixed and indivisible indemnity of 15%, with a minimum of 25 €.

This clause relating to interest and fixed compensation is accepted by the customer in application of articles 1147, 1152, and 1229 of the Civil Code.

The unjustified non-payment of the sums due on the due dates leads, after formal notice by registered letter without result, to the refusal of the authorisation to refer to the organic production method or its withdrawal, if the authorisation has already been granted, and this from the 15th working day from the sending of the formal notice.

The fact that the inspection body does not implement any of the clauses established in its favour in the present general conditions cannot be interpreted as a renunciation on its part to take advantage of them.

**ARTICLE 6: REFERENCE TO THE INSPECTION BODY**

Reference to the inspection body is not allowed.

Reference to the inspection body on all other documents published by the company is prohibited.

Any abusive or fraudulent use of the name of the inspection body, its brand or logo will give rise to the payment of a minimum flat-rate compensation equal to twice the annual fee per breach, subject to further damages if necessary. In the event of simply abusive use, the amount of the lump-sum compensation is limited to €2,500.

**ARTICLE 7: DURATION OF THE CONTRACT, RENEWAL, DENUNCIATION**

This contract is valid for the current calendar year and is renewed by tacit agreement for the following years, every first of January, at the rate in force for each of these years.

Should one of the two parties intend not to renew the present contract, it must inform the other party of the termination of the contract by registered letter with acknowledgement of receipt at least three months before the end of the present contract.

Faulty non-compliance by one of the parties with any of the clauses of this contract may result in the termination of the contract when the party at fault has not remedied the faulty non-compliance within 30 days from the date of sending a registered letter denouncing the breach or breaches observed.

**ARTICLE 8: LIABILITY**

The inspection body, which is only bound by an obligation of means towards the applicant, is only liable towards the applicant and his beneficiaries in the event of intentional or gross personal fault and its liability is limited to a maximum amount of € 2,000 per damage and per year.

The claimant must report any damage in writing to the attention of the inspection body within one month of its occurrence, on pain of forfeiture.

**ARTICLE 9: COMPETENCE**

Any dispute to which the conclusion, execution or interpretation of this contract may give rise is subject to Belgian law and to the jurisdiction of the Courts and Tribunals of the judicial district of Brussels.

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

On behalf of CERTISYS sprl

For the Applicant

Blaise HOMMELEN  
Managing director

Name :  
Function :

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