

**SERVICE PROVISION CONTRACT FOR CERTIFYING WITHIN THE SCOPE OF THE
BIOGARANTIE® / ECOGARANTIE® AGREEMENT
GENERAL CONDITIONS**

BETWEEN :

CERTISYS S.R.L./B.V.
having its seat at B-1000 Brussels,
Square de Meeûs, 35,
Company Number : BE 0445.344.915

Hereafter called "Inspection and certification body",

AND :

Legal name	
Company Number (VAT)	
Street + number	
Postcode + city + country	
Phone	
Email	

hereafter called « the applicant »,

PREAMBLE:

The applicant shall not use any reference to the trademark Biogarantie® / Ecogarantie® unless having obtained an authorization from an inspection and certification body.

Such a body must provide sufficient guarantees of competence, efficiency and independence towards any firm of the sector as foreseen in the EU legal texts and the regional orders in force, relating to organic production and the labelling of organic products.

These guarantees are attested by the approval awarded by the Regional Ministries of Agriculture to the inspection body and by its accreditation according to the standard ISO 17065.

CERTISYS has been recognized as inspection body by the Belgian public authorities (on Sept. 19, 1992; May 11, 2007; July 17, 2007; Feb. 22, 2008)

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 grant the authorization to use the Biogarantie® / Ecogarantie® trademark.

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. 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 .

The body will constitute a file respecting following steps :

- administrative inquiry by questionnaire,
- annual inspection on the activity sites,
- unannounced inspections,
- synthesis of the inspection data.

The conclusions of the inspection and certification body are notified to the applicant and the authorizations are sent in case of a positive conclusion. This authorization is valid as from the notification by the inspection body. The notification must be sent at latest 8 days after the decision.

ARTICLE 4 : CONDITIONS OF THE MISSION

The inspection and certification body commits itself to:

1. comply with the rules drawn up by the asbl Bioforum regarding the organic production method of agricultural products and its labelling on agricultural products and food.
2. carry out the necessary inspections in order to draw up a file.
3. 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.
4. inspections are carried out in presence of the applicant or his representative.

The applicant commits himself to:

1. observe the Biogarantie® / Ecogarantie® specifications :
2. answer to a document of inspection by questionnaire
3. accept an inspection visit at the company seat and at the production sites,
4. accept observers to attend these inspections, if needed
5. accept one or more unannounced inspections,
6. facilitate work by the inspection body especially during physical inspections, by giving access to the premises and production venues especially for sampling,
7. provide the elements needed during the inspection, that is:
 - purchase and sales accounting
 - invoices
 - labels packaging, labels accounting
 - advertising documents
 - material accounting
 - any technical, health monitoring or bookkeeping documents
8. providing the inspector with an register of every formal claim regarding the compliance of the products with regard to the Biogarantie® / Ecogarantie® specifications.
9. 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.
10. register the corrective actions after any claim
11. 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 rates in force.
12. remove the marks with reference to the organic production method of any batch or production affected by an irregularity,
13. accept when clear violation is observed or with long lasting effect, the prohibition of commercialising products referring to Biogarantie® / Ecogarantie®.
14. 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
15. accept to exchange of information between the subsequent Authorities or inspection bodies _when the operator and/or his subcontractors fall under the competence of different Authorities or inspection bodies
16. accept to inform immediately the competent Authorities as well as the concerned Authorities and inspection body when the operator quits the organic control system;
17. 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;
18. 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 Biogarantie®/Ecogarantie® products supplied by other operators or subcontractors.
19. copy the certification documents in their integrality or as specified by the certification program.
20. Inform immediately the certification body of all changes which might have an incidence on his capacity to satisfy the certification requirements.

The operators' name and contact data can be published. They are online on the website of the inspection and certification body. Your data may also be transmitted to Unitrab-Probila, UNAB and BioForum Vlaanderen.

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.

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 certification decision shall be transmitted after receipt of the payment of the amounts due.

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

The fees will be paid in two periods. A provision shall be paid based on an estimate of the coming year's turnover with reference to the turnover of the previous year.

The turnover of in the said year shall be communicated to the inspection and certification body by the applicant at the latest two months after the end of the applicant's bookkeeping year.

The contribution can be increased if additional inspections are necessary :

1. 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.
2. in case of fraud.

The amount of the invoices are payable in cash and on CERTISYS's 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, 1231, and 1229 of the Belgian Civil Code.

Non payment of due amounts upon maturity entails, after notice by registered mail with acknowledgement of receipt, refusal of the authorization to refer to the organic production method or its revocation if the authorization had already been granted and this from the 15th working day from the transmission of the notice onwards.

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

ARTICLE 7 : REFERENCE TO THE INSPECTION AND CERTIFICATION BODY

Reference to the inspection and certification body is only authorized upon receipt of the notification of authorization.

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

Reference to the inspection and certification body on all other documents issued by the company is prohibited unless written authorization.

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 .

Any document, label or packaging with reference to the organic production method and to the community inspection system as well as to the inspection and certification body, shall be submitted for approval before its publication.

Any abusive or fraudulent use of the name of the inspection and certification body, its 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 euro.

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.

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 within 30 days from the date of transmission of a registered letter with the observed non compliances.

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 carrying out or the interpretation of the present contract is submitted to Belgian Law. The Courts in the jurisdiction of Brussels shall be the only courts empowered to settle disputes arising out of the present agreement.

Drawn up in two copies in Brussels on

On behalf of CERTISYS srl

Franck Brasseur

General Director

Signature :

For the applicant

Name + Firstname:

Function :

Signature :