

SERVICE PROVISION CONTRACT FOR INSPECTION FOR: NATURLAND

GENERAL CONDITIONS

BETWEEN : **CERTISYS sprl/bvba,**
 having its seat at B-1150 Brussels
 avenue de l'Escrime, 85, schermlaan
 Company number: BE 0445.344.915

AND : Name :

 Address :

hereafter called « the applicant »,

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 for inspection of conformity with the Naturland Standard.

The authorization applied for regards following products :

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

ARTICLE 2 : DEFINITION OF THE MISSION:

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

The inspection body will constitute a file respecting following steps :

- annual inspection on the production venues,
- synthesis of the inspection data.
- submitting of the inspection data to the certification body.

ARTICLE 3 : CONDITIONS OF THE MISSION

The inspection body commits itself to:

- 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. The confidential character of the information is presumed until proof of the contrary.
- 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.
- carry out inspections in presence of the applicant or his representative.

The applicant commits himself to:

- observe the Naturland Standard,
- answer to a document inspection by postal questionnaire within 8 days as from the sending of this questionnaire.
- accept an inspection visit at the company seat and at the production sites,
- accept one or more unannounced inspections,
- inform the inspection body of any changes regarding the certified product, manufacturing process, storage premises and transport conditions,
- 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 :
 - purchase and sale accounting
 - invoices
 - labels and packages counting
 - advertising documents
 - material counting
 - any technical, health monitoring or bookkeeping documents
- register the corrective actions following
- accept one or more additional inspections when the inspection body requires it, following to stated non-compliances and pay the costs according to the tariff in force.
- accept when clear violation is observed or with long lasting effect, the prohibition of commercialising products with indications with reference to the Naturland Standard.

ARTICLE 4 : FEES AND PAYMENT CONDITIONS

The annual fee for inspection is determined according to the annual rates edited and provided by the inspection body.

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

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 fraud.

The amount of the invoices are payable 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, 1152, 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 5 : REFERENCE TO THE INSPECTION BODY

The reference to the inspection body on all other documents issued by the company is prohibited unless written authorization. In no way the applicant is allowed to reproduce the brand or logo of the inspection body. Every abusive or fraudulent use of the name of the inspection 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.

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 one month before the end of the present contract in case of the applicant and three months in case of the inspection and certification body.

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

The inspection body 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 euros per damage and per year.

The applicant has to inform in writing the inspection body 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 Belgian Law and Tribunals in the jurisdiction of Brussels are competent.

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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