

ARTICLE 1. CONTRACTUAL DOCUMENTS

1.1 The contract between Ecocert SAS (“**Ecocert**”) and the Client consists of the current versions of the following documents, which are available upon request and presented in decreasing order of priority (the “**Contract**”):

- (i) The commercial offer issued by Ecocert or another entity pursuant to article 17.1 (the “**Quotation**”),
- (ii) These terms and conditions (the “**Terms and Conditions**”),
- (iii) The certification process relating to the Scheme (the “**Certification Process**”),

1.2 In the event of conflict between the provisions set forth in documents belonging to different priority levels, the provisions of the higher priority document shall prevail.

ARTICLE 2. DEFINITIONS

“**Certification Document**”: the document(s) issued by Ecocert to the Client certifying the conformity of the Products to the Scheme, possibly through Ecocert’s website, including, as the case may be, the documents attesting the equivalence to another certification scheme.

“**Certification Requirements**”: the requirements laid out in the Contract and/or the Scheme to be fulfilled to obtain and renew the certification.

“**Client**”: (i) an individual operator, as a natural person or legal entity, or (ii) multiple operators organized in a group with a legal personality, committed to Ecocert for the performance of the service covered by the Contract.

“**Client Portal**”: the on-line platform for the collection, communication and exchange of information between the Client and Ecocert, where applicable.

“**Ecocert Group**”: the group of companies to which Ecocert belongs, which are more than 50% owned, directly or indirectly, by Ecocert SA, the parent company.

“**Inspection, Transaction or Import Certification Document**”: document issued by Ecocert, sometimes required to allow or justify, as the case may be, the import or transaction of consignments of Products which are certified according to the Scheme.

“**Products**”: products and/or processes submitted to Ecocert by the Client during the life of the Contract for the certification of their conformity to the Scheme.

“**Scheme**”: US-National Organic Program 7 CFR Part 205 of the United States Department of Agriculture (USDA) and any other additional or associated texts, such as the NOP Handbook, in their versions in force, which can be obtained via the Scheme Owner’s website. The Scheme also includes any instruction sent to Ecocert by the competent authorities and/or the Scheme Owner.


“**Scheme Owner**”: the public authority administrating the Scheme and the associated trademark(s).

“**Subcontractor**”: an operator who has a contractual relationship with the Client, such as a supplier, manufacturer, producer (within a group or not), collector, distributor or other service provider, intervening in the process from the production of the Products up to their distribution.

ARTICLE 3. PURPOSE

3.1 The purpose of the Contract is the performance by Ecocert of a service of assessing the Products’ and the Client’s conformity to the Contract and the Scheme, resulting, where applicable, in the issuance and then the renewal of the Certification Document, which allows the Client to make reference to the Products’ conformity to the Scheme.

3.2 The purpose of the Contract also includes the right to use, in the manner

described in article 5 of this Contract, the trademark  (the “**Ecocert Trademark**”), in the form provided in the rules of reference to Ecocert and use of this trademark (the “**Rules of Reference**”), which are available upon request to Ecocert.

ARTICLE 4. SERVICE PERFORMANCE

4.1 Ecocert’s service is based on an annual calendar cycle. Whatever the date of commitment of the Client, and except in the particular cases stated in the Certification Process, this cycle shall be entirely implemented during the first year, and then again from January 1st of the following year in case of renewal in

accordance with article 8.3.

4.2 Based in particular on the information gathered by Ecocert and/or provided by the Client, Ecocert shall use the appropriate means to perform its service, based on and in line with its procedures and the applicable accreditation requirements, and to do everything within its power, in particular to:

- (i) by meeting reasonable deadlines for performing its service, particularly for making appointments (such as audit dates),
- (ii) by carrying out the assessments laid out in the Certification Requirements and in particular the audits, provided that the sites concerned are reasonably accessible and not in areas of risk as identified by Ecocert,
- (iii) by collaborating with the Client to implement the service, whenever possible and as long as the reliability of its service is not compromised,
- (iv) by asking the Client for any information and documents that Ecocert deems necessary to render its service (and in any case subject to the confidentiality obligations set forth in article 11),
- (v) in the situations stated in its internal procedures, implementing the mechanisms safeguarding its impartiality.

4.3 The Client shall:

(i) always fulfil the Certification Requirements, including in the event of changes of the said Certification Requirements as described in article 16, and in particular, the Client shall ensure that the Products, whether they are unique or mass-produced, are consistently in compliance with the Scheme,

(ii) collaborate with Ecocert’s staff, in particular during the organization and performance of audits, or when Ecocert investigates complaints received from third parties, so that the service is performed under the best possible conditions,

(iii) provide, as soon as possible, all the information and documents needed for the proper performance of the service, relating in particular to its organization and/or the Products,

(iv) immediately inform Ecocert:

- of any change it becomes aware of in its organization, or in the production, composition and labelling of the Products, which may affect its ability to conform with the Certification Requirements and/or that could affect the Products’ conformity to the Scheme,

- of any suspicion of non-conformity of its Products or of organic products received from a Subcontractor, in which case the Client accepts that Ecocert may inform the concerned control or supervisory bodies or authorities, and/or the Scheme Owner,

- of any additional product it intends to market with reference to the certification,

(v) undergo, within the deadlines set by Ecocert taking into account its risk analysis and/or organizational constraints, all assessments stipulated in the Scheme and the Certification Process (whether on-site, remote and/or documentary and whether announced or unannounced audit, as the case may be), throughout the duration of the Contract and even when the Certification Document is still valid,

(vi) allow access, on working days and during the usual opening hours of the sites concerned, to the auditors assigned by Ecocert and, when necessary, to external observers and auditors (including the accreditation bodies and the Scheme Owner), to all sites, premises, data (including accounting documents), processes, materials, procedures, records, staff and subcontractors, which could have an impact on the conformity of the Products, or be concerned by the Products’ certification process, allowing a copy or photograph of the data relating to the Products and/or the Client to be made and kept by the auditors if necessary,

(vii) take all necessary steps to ensure the safety of the observers and/or auditors during audits, and to ensure that they are able to comply with the health and safety rules applicable to the site or premises being audited, in particular by providing them with the equipment and/or clothing necessary for this purpose,

(viii) in the event of non-conformity of the Products to the Certification Requirements, respect Ecocert’s decisions and the conditions for the implementation of those decisions,



(ix) keep a record of all claims, complaints and other stakeholder comments made known to it relating to the conformity of the Products with the Certification Requirements, take appropriate actions in this respect, document such actions and grant Ecocert and/or the Scheme Owner access to these records.

4.4 In the event of the intervention of a Subcontractor, the Client shall give prior notice to Ecocert, including if the Subcontractor is itself in a contractual relationship with Ecocert or another certification body for the certification of the products and/or processes concerned (as may be required by the Scheme or the Certification Process).

Where the Subcontractor's products or processes are not certified, Ecocert may deem it necessary, as part of the assessment of the compliance of the Client's Products, to take samples or to carry out analyses or audits directly on the Subcontractor's site. In this case the Client (i) shall ensure that the Subcontractor undergoes the said assessments, (ii) shall bear the costs thereof and (iii) shall be solely and entirely responsible for the Subcontractor's compliance or non-compliance with all the obligations set out in article 4.3, it being the Client's responsibility to take action against the Subcontractor where applicable.

The Client is furthermore informed that any denial of assessment by the Subcontractor or any non-conformity found or suspected at its level may have consequences on the certification of its Products.

ARTICLE 5. REFERENCES TO THE CERTIFICATION BY THE CLIENT AND USE OF THE ECOCERT TRADEMARK

5.1 Only the issuance of the Certification Document authorises the Client to refer, as provided for in article 5.2, the certification of the Products covered by the Certification Document.

5.2 The Client may refer to organic farming and/or to Ecocert, and may use the trademark of the Scheme Owner and the Ecocert Trademark (i) for the Products only, (ii) once the Certification Document relating to its Products has been issued and for as long as this Certification Document is valid, (iii) under the conditions laid down in the Contract and the Scheme and (iv) only within the scope of the certification issued.

5.3 If the Client refers to Ecocert or uses the Ecocert Trademark, it shall also comply with the Rules of Reference. In all cases, the reference to the certification shall not be made in such a way as to discredit Ecocert, and no unauthorised, false or misleading statement may be made about the certification.

5.4 Any reference to the certification and/or Ecocert on the labelling or packaging of the Products must be submitted to Ecocert for validation before being distributed.

5.5 In addition, the Client shall comply with the provisions of the Scheme relating to the terms and conditions of use of the Scheme Owner's trademark(s) and with the provisions of the Ecocert's *Handling and Labelling Guidelines*, which is available upon request to Ecocert.

5.6 Ecocert guarantees (i) that it may grant on a non-exclusive basis and for the whole world the licence to use the Ecocert Trademark subject to the provisions of article 5.8, (ii) that it ensures the maintenance in force of this Trademark and (iii) that, to its knowledge, in the countries where this Trademark is registered, the list of which is available upon request, it does not infringe the rights of third parties.

5.7 The Certification Document, the audit results and in general the documents provided by Ecocert, in whole or in part, shall not be used in a misleading way. If a copy of the Certification Document is given to a third party, this document must be reproduced in its entirety or as specified in the Scheme or the Certification Process, if applicable.

5.8 Only the Client who has obtained the certification of the Products by Ecocert is authorised to refer to Ecocert and to use the Ecocert Trademark in relation to the Products. Notwithstanding the foregoing, the purchasers of the certified Products may also refer to Ecocert and use the Ecocert Trademark in the communication, on the packaging or on the labelling of the said Products only and on condition that the Products have not been subject to any physical or chemical modification, any change in composition, or any modification of packaging or labelling. Apart from these cases, any other reference to Ecocert and use of the Ecocert Trademark or any other Ecocert logo is forbidden except with prior written and individual authorisation from Ecocert (which may result from a valid Certification Document).

5.9 The Client recognises the importance of this prohibition and undertakes to relay it to its own clients and Subcontractors. Any unauthorised reference to Ecocert or any unauthorised use of the Ecocert Trademark by the latter, in relation to the Products, shall immediately be brought to the attention of Ecocert.

5.10 The reduction, suspension, surrender, termination or revocation of the certification for any reason whatsoever, entails, immediately and simultaneously, for the Products concerned:

(i) the end of the validity of the Certification Document, whatever the date of the end of the validity indicated on the said Certification Document,

(ii) the cessation of any marketing (by the Client himself, only) of the Products concerned with reference to the certification, and in a general way, of any reference to the certification such as described in this article, whatever the medium,

(iii) the cessation of the use of the Ecocert Trademark, for any reason whatsoever, on all media and in all countries,

(iv) the cessation of any use of the Certification Document, and

(v) the obligation for the Client to inform its own clients upon Ecocert's request.

5.11 Notwithstanding the foregoing, in the event of termination of the Contract with no fault of the Client, the Client having a stock of compliant Products referring to the certification and/or Ecocert may request from Ecocert the possibility to sell this stock beyond the initial termination date of the Contract. Where applicable, the Contract shall be extended for the duration of the said stock sale (except in the event of a change of certification body) and this stock sale shall be carried out under the audit and pricing conditions provided for in the Certification Requirements or defined by Ecocert; the Client being, in any event, no longer authorized to refer to the certification and/or Ecocert on new products.

ARTICLE 6. MAKING AVAILABLE INFORMATION ON THE ASSESSED PRODUCTS AND THE CLIENT

6.1 In order to meet the transparency requirements for the assessed Products, Ecocert may make available to the public, whatever the medium used, and in compliance with the obligations set out in article 12, (i) the Client's name, contact details, activity and list of Products assessed by Ecocert, (ii) the status of the certification of the said Products and/or the Client (including information on suspension or withdrawal), (iii) if any, the Certification Document (iv) the Client's data made anonymous, for analytical and statistical purposes only, and (v) information whose disclosure is required by the Contract, the Scheme and/or the provisions applicable to Ecocert as a certification body.

This availability may especially take the following forms, without this list being exhaustive:

- on-line publishing by Ecocert on its website,

- on-line publishing by Ecocert on the Scheme Owner's website, the Organic Integrity Database (OID),

- transmission to third parties upon request, in accordance with the requirements of the ISO 17065 standard imposed on Ecocert as a certification body.

6.2 The Client (i) acknowledges being informed of this, (ii) authorises Ecocert to make such information available, and (iii) agrees that Ecocert, or another entity of the Ecocert Group, uses this information to offer the Client other Ecocert Group services, or to put the Client in contact with third parties having a link with the Client's field of activity, in compliance with the provisions set forth in article 11.

6.3 In addition, the Client expressly authorises Ecocert to exchange information concerning it or its Products (i) with other certification bodies accredited for the certification of organic products according to the Scheme, (ii) with the relevant approval and accreditation authorities such as the USDA or (iii) with the Scheme Owner itself, the Client being informed that the latter may, at its discretion, publish all or part of said information on its own website, without Ecocert being able to object to this.

ARTICLE 7. PRICING AND PAYMENT TERMS

7.1 In consideration of the service covered by the Contract and the authorisation to use the Ecocert Trademark, the Client undertakes to pay the amount referred to in the Quotation established in accordance with the information provided by the Client, and accepted by the Client by the signature of the Quotation.



7.2 In the event of renewal in accordance with article 8.3, the amount shall be automatically revised each year in accordance with the current fee schedules. Provided that the Client has sent the information required in article 8.3, Ecocert may provide the Client with details of its annual fee, for information purposes, within a reasonable time limit before the renewal date.

7.3 The fees are liable to change and, where applicable, shall be subject to additional invoicing, if the elements used as basis for their calculation are modified following a declaration by the Client, an instruction of the Scheme Owner, and/or findings by Ecocert, or in the event of additional services by Ecocert made necessary for the performance of the service.

7.4 The invoices, which Ecocert may issue prior to the performance of the service, shall indicate the payment terms for the fees, and shall be payable within 30 days end of month as of their issuance. No discount shall be applied in the event of early payment.

7.5 Ecocert shall be entitled to suspend the performance of the service covered by the Contract, and in particular the certification, until all outstanding invoices have been paid in full, without this non-performance being considered as attributable to Ecocert. In case of non-payment, the Contract may be terminated by Ecocert in accordance with the provisions set forth in article 9 herein.

7.6 In the event of postponement of an audit by the Client and except unforeseeable event beyond its control, (i) the non-refundable fees shall be invoiced upon presentation of proof, and (ii) if this postponement occurs less than seven (7) calendar days before the scheduled date, a fixed fee corresponding to 10% of the annual fees shall be applied.

7.7 The payment terms of this article 7 are applicable in the event that the fees provided for in article 7.1 are invoiced and collected by Ecocert, as well as in the event of invoicing and collection of fees by another entity pursuant to article 17.1, unless otherwise stated in the Quotation and/or in the invoice of the entity concerned.

ARTICLE 8. DURATION OF THE CONTRACT AND THE CERTIFICATION DOCUMENT

8.1 Except as otherwise provided in the Quotation, the Contract enters into force on the day of the signature by the Client of the initial Quotation, for an indefinite term. The signature of the said Quotation implies the Client's full and unreserved adherence to the Terms and Conditions in force and, more generally, to the provisions laid out in the Contract in force, to the exclusion of all other documents such as brochures and catalogues issued by Ecocert for information purposes only.

8.2 The Certification Document is issued under the conditions laid out in the Certification Process and remains valid until it (i) is replaced by a new valid Certification Document, or (ii) loses its validity under the conditions laid out in article 9 or due to a decision of Ecocert taken in accordance with the procedures defined in the Certification Process.

8.3 The Client's certification process is automatically renewed on January 1st of each year if, on December 31st of the previous year, the Contract has not been terminated under the conditions provided for in article 9. The renewal takes place according to the current fee schedules, and the Client is deemed to have accepted all the necessary evaluations for the renewal in question. The Client should therefore update and send to Ecocert the necessary data for the evaluation and certification.

ARTICLE 9. CONTRACT AND CERTIFICATION TERMINATION

9.1 The Client may surrender its certification at any time, with immediate effect. If the Client surrenders after Ecocert has issued a proposed adverse action, Ecocert shall nevertheless continue the adverse action procedure before the surrender becomes effective. The effective surrender of the Client shall result in the simultaneous and automatic termination of the Contract.

9.2 Except in cases of Force Majeure as governed by Article 19, if Ecocert decides to cease its activities in the Client's country and/or for the Client's product category and/or generally, Ecocert will notify the Client and the Scheme Owner. The Client will be placed under the direct supervision of the Scheme Owner with a "transitioning under NOP" status. The Scheme Owner will determine a transition period during which the Client must either transfer its certification file to another certification body or surrender its certification. The Contract with Ecocert will automatically terminate at the end of the transition period, or, where applicable, at the date of surrender or transfer of certification, whichever occurs first.

9.3 Either party may also lawfully terminate the Contract *ipso jure* with immediate effect if the other party does not correct the breach of any of its obligations as set out in the Contract within fifteen (15) days after having received a formal notice in this regard, without prejudice to any damages which may be claimed to the defaulting party.

9.4 Ecocert places fundamental importance on respecting human beings, hence Ecocert may immediately terminate the Contract without the need for prior formal notice (i) in the cases provided for in the Certification Process, where the continuation of the certification process would be impossible, particularly but not exclusively in the event of an established breach of fundamental human rights in relation with the Client's activities; and also (ii) in the event of Client's behaviour towards Ecocert's staff that does not allow the relation to be pursued serenely, such as serious or repeated insults, verbal or physical threats.

9.5 In addition, when the entirety of the Client's Products is concerned:

(i) the decisions of Ecocert leading to a suspension or revocation of the certification or the decision of the Scheme Owner leading to the denial of reinstatement may result in the immediate termination of the Contract;

(ii) the decisions of Ecocert leading to the denial of the certification, for whatever reason, will result in the automatic termination of the Contract, after expiry of the period given to the Client to submit a request for mediation or appeal, in accordance with Certification Requirements.

9.6 The end for any reason whatsoever of the authorisation granted to Ecocert by the Scheme Owner and/or by the accreditation body, to offer certification services under the Scheme will result in the termination of this Contract within the time limits and in accordance with procedures established by the Scheme Owner and/or by the accreditation body.

9.7 In the event of the end of the Contract and the certification:

(i) in accordance with article 9.1, the fees due are fixed at a flat-rate as follows: 30% of the fees in case of termination before the performance of the annual audit and 100% of the fees in case of termination after the performance of the annual audit;

(ii) in accordance with articles 9.2, 9.5 and 9.6, all or part of the fees shall be due by the Client depending on the service actually performed by Ecocert until the end date of the Contract,

(iii) in accordance with articles 9.3 and 9.4 and following a breach of its obligations by the Client, all sums due by the latter shall be deemed to have been acquired by Ecocert, regardless of the service actually performed by Ecocert until the end date of the Contract.

In the event of early payment under article 7.4, the Client shall be refunded the balance calculated in accordance with the above provisions.

ARTICLE 10. INSPECTION, TRANSACTION AND IMPORT CERTIFICATION DOCUMENTS

10.1 The Client shall send to Ecocert its complete application for issuance of an Inspection, Transaction or Import Certification Document within the time limit requirements and with the required information and documents, as provided for in the Certification Process, as to allow Ecocert to proceed to the necessary documentary, and sometimes physical, checks, before issuance of the requested Certification Documents, if all applicable conditions are met.

10.2 In case the Client does not respect the previous provisions, Ecocert shall not be held responsible for possible direct or indirect damages incurred by the Client for any kind of non or late delivery of the Inspection, Transaction or Import Certification Document.

ARTICLE 11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1 Shall be considered as confidential all technical or commercial information of the Client or relating to the Products, all documents, materials, samples, formulas, concepts, registered or unregistered product names, bottle models, projects, product briefs and others, communicated by the Client to Ecocert in the course of the performance of the service covered by the Contract, in writing, orally, electronically, or by any other means, whether or not such information has been identified by the Client as being confidential, as well as the results of evaluations (the "Information").



11.2 Ecocert undertakes to keep the Information confidential, and may only communicate it to:

(i) its own employees, agents, delegates, or subcontractors, or those of the Ecocert Group companies, who are intended to intervene in the performance of the Contract,

(ii) its own employees, agents, delegates, or subcontractors, or those of the Ecocert Group companies, who intervene in the framework of another Ecocert Group service provided simultaneously to the Client, for the sole purpose of optimising the performance of services (commercial relation, carrying out combined or multiple audits, monitoring the Client's changes, etc.), only the Information necessary for this purpose being disclosed,

(iii) service providers internal or external to the Ecocert Group for hosting, storing or archiving of data or cloud computing,

provided that such persons are subject to confidentiality obligations that are no less protective than those of this article and it being understood that Ecocert shall be responsible for the compliance of the latter with the confidentiality obligations referred to in the Contract.

11.3 Ecocert undertakes to:

(i) ensure a level of precaution and protection comparable to that which it applies to the protection of its own confidential information of similar importance and in no case below the level of reasonable due diligence,

(ii) not to use the Information outside the framework of the performance of the service covered by the Contract and in particular not to use it for its own benefit or for the benefit of a third party or for any other purpose,

11.4 Shall not be considered as confidential, and shall not give rise to a confidentiality obligation:

(i) the information that is already known or has entered the public domain in the absence of any breach under this Contract,

(ii) the information independently developed by Ecocert without any use of the Information,

(iii) the information lawfully received from a third party without breach of this Contract,

(iv) the information which Ecocert would be able to prove that it had already lawfully come into its possession at the time of its communication by the Client,

provided, however, that an Information shall not be subject to the above exceptions merely because it contains certain information which individually would meet the above exceptions,

(v) the information which, by law or under any regulation or judicial or administrative decision imposed on it and providing for such an obligation, must be disclosed by Ecocert to the relevant and applicable judicial or administrative authority, Ecocert undertaking (a) to inform the Client in advance, insofar as possible, and (b) to limit such disclosure to what is strictly necessary,

(vi) the information that Ecocert is authorised by the Client to disclose, in particular that referred to in article 6.

11.5 It is expressly agreed that the transmission of Information by the Client, under the Contract, may not under any circumstances be interpreted as conferring expressly or implicitly to Ecocert any right whatsoever with regard to this Information, in particular with regard to copyright or other rights attached to literary and artistic property, trademarks or trade secrets.

11.6 Ecocert undertakes to destroy all documents containing Information at the Client's request. Notwithstanding the foregoing, the Client agrees that Ecocert may keep a copy of the Information for archiving purposes only, or if the conservation of this Information is required by a legal or regulatory provision, by any standard applicable to Ecocert, by a competent jurisdiction or authority such as the Scheme Owner, without this option calling into question the confidentiality obligations provided for herein.

11.7 The confidentiality obligations referred to in this article shall survive for a period of ten (10) years after the end date of the Contract, except in respect to trade secrets, for which the confidentiality obligations shall survive for as long as the Information constitutes a trade secret under the applicable law.

ARTICLE 12. PROTECTION OF PERSONAL DATA

12.1 Within the framework of the performance of the Contract, each party may be required to communicate to the other party personal data concerning itself or in particular its employees, agents, delegates or subcontractors, for the purposes of performing and monitoring the Contract.

12.2 Each party shall abide by the obligations applicable to it according to the law applicable to the protection of personal data, and in particular the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and the modified French Data Protection Act (*Loi Informatique et Libertés*) of January 6th, 1978.

12.3 The Client is informed, and it is its responsibility to inform any natural person whose personal data it may communicate to Ecocert, of the fact that:

- all or part of this personal data shall be transmitted to Ecocert, which may, for the purposes of the performance and monitoring of the Contract, as well as for the performance of any legal or regulatory obligation to which it may be subject, or furthermore for the implementation of article 6 : process them, i.e. in particular, record them, organize them, store them, amend them, use them or furthermore disclose them by transmission or dissemination, or to transfer them outside the their country of origin, to recipients in charge of the aforementioned purposes. These data will be kept for as long as is necessary for Ecocert to fulfil the purposes of the processing and comply with its legal obligations. For countries not ensuring an adequate level of protection according to Section 45 of Regulation (EU) 2016/679, Ecocert shall put in place the applicable appropriate safeguards in accordance with GDPR.

- That, where subject to and available under applicable laws and regulations, it has a right of access, rectification, erasure, restriction of processing, data portability, right to object, not to be the subject of an automated processing (including profiling), which he or she may exercise by contacting Ecocert's Personal Data Protection Officer at the address of its head office or by email at personaldataFR@ecocert.com, as well as a right to file a complaint, where applicable, with the relevant authority if he or she feels that after contacting Ecocert, his or her rights have not been respected.

12.4 In any case, each party shall guarantee the other party against any recourse, complaint or claim by a natural person whose personal data is collected for the purposes of the Contract, to the extent that such recourse, complaint or claim arises from a breach by the former of its obligations as set out above.

ARTICLE 13. SCOPE OF ECOCERT'S OBLIGATIONS AND COMPLIANCE WITH GENERAL LEGISLATION AND REGULATIONS

13.1 Ecocert is under an obligation of best endeavours with regard to the performance of its service, which involves implementing its procedures and demonstrating that it has done everything within its power, based on the information and documents provided by the Client.

13.2 It is hereby stated that Ecocert has no obligation, under the terms of the Contract:

(i) to check that the Products, their labelling or packaging meet the legal or regulatory general requirements for products, labelling or packaging, including the ones stipulated in the Scheme as long as they are not specific to organic farming. The Client shall be solely responsible for ensuring that the Products can be marketed on a given market making reference to organic farming,

(ii) to check the findings recorded in the certificates of experts, suppliers or inspection bodies presented to it by the Client. Nonetheless, Ecocert may need to make inquiries as to confirm the accuracy of given facts if it considers that such an investigation is relevant to implement the service, for example by asking the Client to provide additional proof, or by verifying directly with the concerned third parties.

13.3 The Client understands and accepts that Ecocert, as a certification body, is subject to the application of various local and international, public or private regulations, such as ISO 17065 standard, with which it must comply. In particular, for reasons of certification bodies' independence and impartiality, Ecocert shall not be under any obligation to provide advice whatsoever within the framework of the Contract.



13.4 The Client acknowledges having received, prior to the entry into force of the Contract, all the information necessary to be able to give its consent.

13.5 Ecocert shall be solely responsible for compliance with all legal and other requirements relating to the employment of its staff directly or indirectly involved in the performance of the Contract. In this respect, Ecocert certifies that it has made the declarations required by the social protection bodies and has fulfilled all the tax and social obligations incumbent upon it, and in particular those referred to in articles L 8221-3 and L 8221-5 of the Labour Code, and certifies on its honour that the work entrusted to it shall be carried out by employees who are regularly employed in accordance with articles L 1221-10, L 3243-2, R 3243-1 and L 8251-1 of the Labour Code. Ecocert undertakes to provide the Client, upon request, with the supporting documents provided for in articles D 8222-5 and D 8254-2 of the Labour Code.

ARTICLE 14. LIABILITY AND INSURANCE

14.1 Each party is responsible for the consequences of its failure to perform its obligations under this Contract.

14.2 It is hereby expressly specified that Ecocert shall not be held liable for the direct or indirect consequences of a certification or decertification decision taken on the basis of erroneous, incomplete or falsified information communicated to it by the Client, regardless of the cause or origin of the error, incompleteness or falsification of the said information.

14.3 Ecocert shall not be held liable for the financial consequences of any indirect, special or consequential damages, or unforeseeable loss, regardless of whether Ecocert was notified of same in advance.

14.4 Ecocert's pecuniary liability may not in any event exceed the sum of two million euros (€2,000,000) per claim initiated under the Contract and per year.

14.5 The limitations set forth in articles 14.3 and 14.4 shall not apply in the event of gross negligence or wilful misconduct or in the event of a breach of the obligations defined in article 11 Confidentiality and Intellectual Property.

14.6 Each party undertakes to take all necessary steps to limit as far as possible the damage that may result from a breach of the other party.

14.7 The Client agrees to fully defend, indemnify, and hold Ecocert harmless from and against any claims, penalties, damages or other liability (including reasonable attorney's fees) which results from any breach by the Client of any term of this Contract, including without limitation any unauthorized use of the Ecocert name, logo, trademarks or service marks as set forth in Article 5.

14.8 Ecocert declares that it is insured, in particular in terms of professional civil liability, with a company that is known to be solvent, to cover all damage caused to itself, to the Client or to any third party and resulting from the performance or non-performance of the Contract. Ecocert undertakes to maintain this policy throughout the duration of the Contract and to provide proof thereof to the Client upon request by providing it with a certificate from its insurers, listing the coverage taken out, the amount thereof and the period of validity thereof. Likewise, the Client undertakes to hold an insurance policy guaranteeing the financial consequences of its civil liability in the event that it is invoked.

ARTICLE 15. APPLICATION AND ENFORCEABILITY OF THE CONTRACT

15.1 No special condition or general condition of purchase of the Client may prevail over the Terms and Conditions, unless formally accepted in writing by Ecocert. In the absence of express acceptance, any contrary condition raised in objection by the Client shall be inapplicable to Ecocert, regardless of the time when it may have been brought to its knowledge.

15.2 Should a party decide not to enforce its rights in accordance with the provisions of the Contract, at a given time, this shall not be interpreted as a waiver to enforce, at a later date, any of the said provisions.

15.3 If any of the provisions of the Contract are declared void or unenforceable by a court or by law, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

15.4 The Contract cancels and replaces any contract for the same service that may have been signed previously between the parties.

ARTICLE 16. MODIFICATION OF THE CERTIFICATION REQUIREMENTS

16.1 In the event that Ecocert modifies the Terms and Conditions, it shall inform the Client in advance by any means and within a reasonable period of time before

the date of entry into force of the new Terms and Conditions. Any modification of the Terms and Conditions is deemed to have been accepted by the Client if the latter has not rejected them in writing no later than one (1) month after the entry into force of the new Terms and Conditions. Rejection shall be considered as a surrender of its certification by the Client and lead to the termination of the Contract in accordance with the conditions set out in article 9.1.

16.2 In the event that Ecocert modifies any of the contractual documents other than the Terms and Conditions, it shall inform the Client by any means and as soon as possible. Depending on the situation, the modified provisions shall apply immediately or transitional measures may be implemented by Ecocert.

16.3 The Client accepts that the Scheme may be modified at any time by the Scheme Owner. Ecocert undertakes to notify the Client of any major change to the Scheme likely to have an impact on the Client's certification process. The Client must be aware of the modified Scheme and adhere to all of it. Unless Ecocert is at fault, the parties agree that the latter may not be held liable in the event of modification of the Scheme leading to the withdrawal, suspension or nullity of the Certification Document or making use of the Scheme Owner's trademark(s) or reference to the certification impossible.

16.4 The parties also agree that Ecocert may not be held liable in the event that the certification of all or part of the Products is impossible or forbidden due to a change in national or international regulations and/or their interpretation, generally or relating to the definition of organic farming and/or its control, which would result in a modification or pure and simple cancellation of the service covered by the Contract.

ARTICLE 17. SUBCONTRACTING/DELEGATION

17.1 The Client is informed that, subject to the respect of the applicable accreditation requirements, all or part of the service, including the invoicing and collection of the corresponding fees, may be delegated to one or more companies of the Ecocert Group, or entrusted to a third party mandated for this purpose, with the Client being able in the latter case to raise objections in this regard. By the signature of the initial Quotation, the Client accepts the said intervention of the companies of the Ecocert Group and/or third parties for the performance of the service and accepts in particular that the fees relating to the performance of the service shall be paid to the entity that has been authorised by Ecocert to issue the Quotations and corresponding invoices. In the same way, the Client accepts that this entity is authorised to start legal proceedings before the competent courts of the Client's domicile to recover the said fees.

17.2 In any case, Ecocert shall remain operationally, financially and legally responsible toward the Client for the delegated or subcontracted activities.

ARTICLE 18. TRANSFER OF THE CONTRACT

A party may not transfer the Contract to a third party in any way unless prior written approval has been given by the other party. However, the Client accepts in advance that Ecocert is free to transfer the Contract to another company of the Ecocert Group in any way, subject to the respect of the applicable accreditation requirements.

ARTICLE 19. FORCE MAJEURE

19.1 Neither party shall have failed to fulfil its contractual obligations to the extent that their performance is delayed, hindered or prevented by force majeure.

19.2 Force majeure shall mean any event beyond the control of a party, which could not reasonably have been foreseen when the Contract was signed, the effects of which cannot be avoided by any appropriate measures, and which prevents that party from performing its obligation. The events which are explicitly considered as force majeure are, without limitation: natural disasters, earthquakes, fires, storms, floods, epidemic, wars, terrorist activities, strikes, impossibility of use of public or private transport or telecommunications networks, failure to obtain permits, licences, visas or other types of records.

19.3 The party affected by such circumstances shall notify the other party as soon as possible and by any means, the Contract and the certification being suspended until the resolution of the impediment. In case of persistent impediment beyond a reasonable period previously defined by Ecocert and notified to the Client, and if the Client has not surrender its certification or transferred it to another certification body during this period, Ecocert shall issue a non-conformity for inability to conduct the necessary on-site audit, likely to lead to suspension of the Client's certification.



ARTICLE 20. NOTICES

20.1 Unless otherwise expressly specified in the Terms and Conditions, the notices to be given under the Contract may be sent by any means, including via on-line notices or notices filed on the Client Portal, in English. In case the parties wish to give an official character to a notice, they shall use a mode which allows them to prove the date of receipt by the receiving party, such as email or registered mail.

20.2 It is the responsibility of each party to provide the following information in accordance with the provisions applicable to personal data:

- (i) the information necessary for the proper receipt of any letter or email sent by the other party for the performance of the Contract,
- (ii) the names and contact details within its entity necessary to the other party for the proper performance of the Contract,

and to promptly notify the other party of any changes thereto.

20.3 Where applicable, it is the Client's responsibility to provide, in compliance with the provisions applicable to personal data, the name and contact details of the person it shall appoint within its entity as the Client Portal administrator, and to promptly notify Ecocert of any change in this regard.

20.4 Any letter or email, registered or not, which is rejected or refused by a party, or unable to be delivered due to a change of contact details that has not been notified to the other party, shall be considered as delivered at the date of such rejection, refusal or inability to deliver. Any registered letter that is not collected by a party shall be considered as delivered on the date of its first presentation. Any document made available on-line or uploaded to the Client Portal by Ecocert shall be deemed to have been notified as from the date of on-line release, provided that the Client has been notified of it by email.

ARTICLE 21. DEMATERIALISATION

21.1 The Client agrees (i) that Ecocert may resort to the dematerialisation of some processes used in connection with the performance of the Contract, and including the electronic registered letter, electronic invoice or electronic signature, (ii) to comply with the conditions applicable to the implementation of these dematerialised processes, particularly in terms of identification of the recipient, whether these conditions come from Ecocert or from third parties, and (iii) to grant it the same legal value as the one it attaches to paper or written documents, as permitted by local and applicable laws and regulations. In addition, the parties agree on the probative value of exchanges by e-mails or via the Client Portal and of the scanned and digitalised signature beside the name, as well as their respective reproduction, in particular for the signature of the audit findings or sampling forms.

21.2 Unless otherwise provided by the Scheme, and in order to ensure the effectiveness of audits (particularly unannounced), the Client expressly accepts that the audit findings and sampling forms may be signed by any person present at the audited site at the time of the audit, regardless of their status, who the auditor may legitimately believe is entitled to represent the Client at that time, their signature therefore constituting proof of presence at the audit or sampling, and of receipt of the audit findings or the sampling forms by the Client itself.

ARTICLE 22. LANGUAGE

The language of the Contract is English. A translation into another language may be sent to the Client upon request but shall not be binding in the event of a dispute.

ARTICLE 23. MISCELLANEOUS

23.1 Ecocert reserves the right to deny an application for certification from a client or a third party for any legitimate and non-discriminatory reason, in particular in the event of an existing dispute with that client over the payment of a previous service.

23.2 Client undertakes (i) when entering in this Contract, not to be subject to any economic or commercial sanction established by a competent national, European or international authority, in particular the United Nations Organization, the U.S. of Industry and Security or the U.S. Office of Foreign Assets Control ("OFAC") and not to reside, have its establishment or its registered office in a region subject to economic or trade sanctions established by said authorities and (ii) during the Contract, to immediately inform Ecocert of any new sanction concerning it, it being specified that, in that case, Ecocert will no longer be able to provide the Client with its Products certification services according to the Scheme, thus resulting in the

termination of the certification and of the Contract by Ecocert in accordance with the procedures set out in article 9.3.

23.3 The articles 6 (Making available information on the assessed Products and the Client), 11 (Confidentiality and Intellectual Property), 12 (Protection of Personal Data), 14 (Liability and Insurance) and 24 to 26 (Dispute resolution) shall remain in force after the expiration, termination, nullity or voidness of the Contract for any reason whatsoever.

ARTICLE 24. APPLICABLE LAW

This Contract is governed by the laws of the state of Indiana, and the United States of America, without regard to conflicts of law principles.

ARTICLE 25. EXHAUSTION OF REMEDIES

The Certification Process provides for appeals against Ecocert's decisions, which shall be used before any appeal to the competent courts.

ARTICLE 26. COMPETENT COURTS

Except for the recovery procedures described in article 17.1, ANY DISPUTE ARISING FROM THE CONTRACT WHICH CANNOT BE SETTLED OUT OF COURT SHALL BE SUBJECT TO THE JURISDICTION OF THE COURTS OF HENDRICKS COUNTY, INDIANA.

