

SECTION 1. CONTRACTUAL DOCUMENTS

1.1 The contract between Ecocert SAS (hereinafter referred to as **"Ecocert"**) and the Client comprises the current versions of the following documents, which are available upon request and presented in decreasing order of priority (hereinafter referred to as the **"Contract"**).

(i) The commercial offer issued by Ecocert or another entity pursuant to Section 16.1 (the **"Quotation"**),

(ii) The present terms and conditions (the **"Terms and Conditions"**),

(iii) The certification process(es) relating to the applicable Scheme(s). (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.

SECTION 2. DEFINITIONS

"Certification Document" refers to the document(s) issued to the Client certifying the conformity of the Products to the applicable Scheme, possibly through Ecocert's website, including, as the case may be, the documents attesting the equivalence to another certification scheme.

"Certification Requirements" refers to the requirements laid out in the Contract and/or the Scheme to be fulfilled by the Client in order to obtain and maintain the certification.

"Client" refers to a natural person or legal entity committed to Ecocert for the performance of the service covered by the Contract.

"Client Portal" refers to the online platform for the collection, communication and exchange of information between the Client and Ecocert.

"Ecocert Group" refers to a group of companies to which Ecocert belongs, more than 50% owned directly or indirectly by Ecocert SA, the parent company.

"Inspection, Transaction or Import Certificate": 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 concerned Scheme(s).

"Non-committed Operator" refers to one or more operators who have signed a contract with the Client, such as subcontractors (within a group), collectors intervening in the process, from the development of the Products up to their distribution and who are not personally committed to Ecocert for the service covered by the Contract.

"Product" refers to products or processes submitted by the Client during the life of the Contract for certification of conformity to the Scheme by Ecocert.

"Scheme" refers to the US-National Organic Program, 7 CFR Part 205 of the United States Department of Agriculture (USDA) in its version in force, and every other document relating to it, such as the NOP Handbook.

SECTION 3. PURPOSE

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 provisions, organised on a calendar cycle and resulting, where applicable, in the issuance and then renewal of the Certification Document, which allows the Client to make reference to the Products' conformity to the Scheme.

SECTION 4. SERVICE PERFORMANCE

4.1 Ecocert's service is based on a calendar annual cycle. Whatever the date of commitment of the Client, and except in the particular cases stated on the Certification Process, this cycle will be entirely implemented during the first year and then again from January 1st of the following year in case of renewal in accordance with Section 8.3.

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

(i) meeting reasonable deadlines for performing its services, particularly for making appointments (such as audit dates),

(ii) carrying out the necessary assessments and in particular the audits, provided that the site is reasonably accessible and not in areas of risk as identified by Ecocert,

(iii) whenever possible and as long as the reliability of its service is not compromised, collaborating with the Client to implement the service,

(iv) asking the Client for any information and documents that Ecocert deems necessary for the service (and in any case subject to the confidentiality obligations set forth in Section 11),

(v) in the situations stated in its internal procedures, implementing the mechanisms safeguarding its impartiality.

4.3 The Client shall:

(vi) always fulfill the Certification Requirements, including in the event of changes reported by Ecocert, and in particular, the Client shall ensure that Products, whether they are unique or mass-produced, are consistently in compliance with the Scheme.

(vii) collaborate with Ecocert's staff, in particular during audits, so that the service is performed under the best possible conditions,

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

(ix) immediately inform Ecocert of any change it becomes aware of in its organization, or in the production, composition and labelling of the Products, of any additional product it intends to market with a reference to the certification, and of any event it becomes aware of that may affect its ability to conform with the Certification Requirements and/or that could affect the Products' conformity to the Scheme, or of any organic products received from other operators or subcontractors, the Client accepting in this case that Ecocert may inform the concerned control or supervisory bodies or authorities,

(x) undergo all assessments stipulated in the Certification Process and in the Scheme, especially the complete annual audit, within the deadlines set by Ecocert taking into account its risk analysis and/or organizational constraints,

(xi) allow access to the auditors assigned by Ecocert, and when necessary to external observers and auditors, to all sites, premises, data, processes, materials, procedures, personnel and subcontractors that could affect the conformity of the Products or be involved in the Products' certification process, by allowing Ecocert's auditors or external auditors to copy the details relating to the Product, and to take all necessary measures to ensure the safety of the observers and/or auditors during audits, and enable them to comply with the health and safety rules applicable to the site or premises audited, in particular by providing them with the equipment or clothing necessary for this purpose,

(xii) respect, in the event of non-conformity of Products to the Certification Requirements, Ecocert's decisions and the conditions for implementation thereof.

4.4 In the event of involvement of a Non-committed Operator, the Client shall notify Ecocert of this in advance and is fully and solely responsible for the compliance or non-compliance of the Non-committed Operator with the obligations set forth in Section 4.3 and, more generally, all the obligations set out in the Contract.

SECTION 5. REFERENCES TO AND USE OF CERTIFICATION

5.1 Only the issuance of the Certification Document authorizes the Client to market the Products covered by the Certification Document with the references stated in Section 5.2.

5.2 The Client may refer to organic farming, to Ecocert, and may use when applicable the Ecocert certification 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 Should the Client wish to make reference to Ecocert or use the Ecocert certification trademark, it shall conform to the rules of reference to Ecocert and of use of the Ecocert trademark, which are available upon request to Ecocert. In any case, the use of the certification shall not be made in such a manner as to bring Ecocert into disrepute and no statement shall be made regarding certification which Ecocert may consider misleading or unauthorized.



5.4 The Certification Document, the audit findings, and generally any document issued by Ecocert, in whole or in part, must not be used in a misleading manner. If copies of the Certification Document are provided to third parties, the document shall be reproduced in its entirety, or as specified in the Scheme or the Certification Process if applicable.

5.5 Except in case of a prior and express written agreement by Ecocert, a person not holding a Certification Document issued by Ecocert is not allowed to make reference to certification by Ecocert or to use the Ecocert certification trademark in connection with products other than the certified Products, whether in its communications or on the packaging or labeling of such product. It is the Client's responsibility to ensure that their own clients are aware of this prohibition and abide by it.

5.6 The suspension, withdrawal, termination, reduction or revocation of the certification for whatever reason leads directly and immediately for the concerned Products to (i) the end of the validity of the Certification Document, (ii) the end of any marketing by the Client of Products with reference to the certification, and in general, the end of any reference on whatever medium to the certification as described by the present Section, (iii) the end of all manufacturing of Products intended to be marketed with reference to the certification, in the cases provided by the Certification Process, (iv) the end of any use of the Certification Document and (v) the obligation for the Client to inform its own clients in the cases provided by the concerned Scheme(s) or at Ecocert's request.

SECTION 6. USE OF CLIENT DATA

6.1 Ecocert may make available to third parties, regardless of the medium used, (i) the Client's name, contact details, activity and list of certified Products; (ii) the Certification Document; (iii) the status of the certification of the Products and/or the Client (including the information relating to the suspension or withdrawal); (iv) anonymized Client data for analytical and statistical purposes only; and (v) information of which disclosure is required by the Contract or the Scheme and the provisions applicable to Ecocert as a certification body.

6.2 The Client (i) acknowledges being informed, (ii) authorizes Ecocert to make such information available, and (iii) agrees that Ecocert, or another entity of the Ecocert Group, may use 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 Section 11.

SECTION 7. PRICING AND PAYMENT TERMS

7.1 In consideration of the services provided under this Contract, the Client shall pay the fees stated in the Quotation accepted by the Client and made based on the information provided by the Client, and then, in case of renewal in accordance with Section 8.3, automatically reviewed each year in line with current fee schedules.

7.2 Fees are liable to change and, where appropriate, will be invoiced separately if any of the elements used for calculation thereof are modified following an announcement from the Client or according to Ecocert's findings, or if additional Ecocert services are required for implementation of the services.

7.3 Invoices, which Ecocert may issue prior to performance of the service, shall indicate the terms for payment of fees and are payable within 30 days EOM (End Of Month) following the issuance of the invoice. There will be no discount for early payment.

7.4 Ecocert will be entitled to suspend performance of the service covered by the Contract, in particular the certification, until all outstanding invoices have been paid in full. The non-performance of the service shall not be considered as attributable to Ecocert. In case of non-payment, the Contract may be terminated in accordance with the provisions set forth in Section 9.

7.5 Except in case of *force majeure*, if an audit is rescheduled by the Client, (i) the expenses which are not refundable will be invoiced upon presentation of proof, and (ii) if this happens less than a week ahead of schedule a flat fee of 10% of the annual fee will be applied.

7.6 The payment methods of the present Section 7 are applicable in case the fees provided for in Section 7.1 are invoiced and collected by Ecocert, and also in case of invoicing and collection of fees by another entity pursuant to Section 16.1, except if the Quotation and/or invoice of the concerned entity state(s) otherwise.

SECTION 8. CONTRACT TERM AND CERTIFICATION VALIDITY

8.1 The Contract shall enter into force, for both Schemes, on the day that the initial Quotation issued for the concerned Scheme(s) is signed by the Client, for an unspecified term. The signature of said Quotation implies the Client's full, unreserved adherence to the Terms and Conditions in force and, more generally, to the provisions laid out in the current Contract, 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) expires, (ii) loses its validity due to a decision of Ecocert taken in accordance with the procedures defined in the Certification Process or under the conditions laid out in Section 9, or (iii) is replaced by a new valid Certification Document.

8.3 The Client's certification process is automatically renewed each year on January 1st, if on December 31st of the previous year the Contract has not been terminated under the conditions stipulated in Section 9. The process is renewed according to the current fee schedules and it shall be assumed that the Client has agreed to undergo 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.

SECTION 9. CONTRACT AND CERTIFICATION TERMINATION

9.1 The Contract and the certification may be terminated simultaneously by the Client with no need to provide any particular motive, giving a minimum of three (3) months' notice. However, if the Client gives notice of termination less than three (3) months before the expiry date of the Certification Document, the Contract will be terminated on that date and the validity of the Certification Document will not be extended.

9.2 The Contract and the certification may be terminated simultaneously by Ecocert with no need to provide any particular motive, giving a minimum of six (6) months' notice.

9.3 Any of the parties may also lawfully terminate the Contract with immediate effect if the other party does not correct the breach of any of its obligations as set out in the terms of the Contract within two weeks of having received a formal notice in this regard, without prejudice to any damages which may be claimed by the non-defaulting party.

9.4 Notwithstanding the foregoing, Ecocert can terminate the Contract without prior formal notice in case of inappropriate behavior of the Client towards Ecocert's personnel and in the cases provided by the Certification Process, in which the pursuit of the certification process would be impossible.

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

(i) the Contract shall automatically terminate if no Certification Document is delivered within twelve (12) months following the entry into force of the Contract, by no fault of Ecocert.

(ii) the decisions of Ecocert leading to the denial or the termination of the certification, for whatever reason, may lead to the immediate termination of the Contract.

9.6 In the event of termination of the Contract and the certification:

(i) under Section 9.1, the fees due will be fixed as follows: 20% of the fees in case of termination before performance of the annual audit and (ii) 100% of the fees in case of termination after performance of the annual audit;

(ii) under Section 9.2 and 9.5 all or part of the fees will be payable by the Client depending on the service provided by Ecocert upon termination date.

(iii) under Sections 9.3 and 9.4 and following a violation of its obligations by the Client, all amounts owed by the latter will be retained by Ecocert, regardless of the service actually performed by Ecocert up to the date of termination.

SECTION 10. INSPECTION, TRANSACTION AND IMPORT CERTIFICATES

10.1 The Client shall send to Ecocert its complete application for issuance of an Inspection, Transaction or Import Certificate within the time limit requirements provided by the Certification Process, accompanied by the required information and documents, as to allow Ecocert to do the necessary documentary, and sometimes physical, checks.



10.2 In case the Client needs an original Inspection, Transaction or Import certificate, it shall provide Ecocert with the precise details of the recipient to whom such Certificate should be sent and the means of conveyance, for which the Client shall bear the fees. In the absence of instructions, the Certificate will be sent to the Client itself, by email.

10.3 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 Certificate.

SECTION 11. CONFIDENTIALITY AND PERSONAL DATA

11.1 All information obtained through performance of the service covered by the Contract shall be considered as confidential, particularly the Client's technical and commercial information and that relating to the Products, as well as the results of assessments.

11.2 Ecocert shall keep the information referred to in Section 11.1 confidential, and may only communicate it to:

(i) its own employees, agents, delegates or subcontractors, or those working at/for companies of the Ecocert Group, who are called upon to intervene within the framework of the performance of the Contract, or

(ii) its own employees, agents, delegates or subcontractors, or those working at/for companies of the Ecocert Group, who intervene within the framework of another service of the Ecocert Group provided concurrently to the Client, for the purpose of optimizing the performance of services (commercial relationship, combined or multiple audits, follow-up of changes at the Client's premises, etc.), or

(iii) service providers for hosting, storage, archiving of data or cloud computing,

on the understanding that Ecocert guarantees the compliance by these persons with the confidentiality obligations set out in the Contract.

11.3 The following information shall not be considered confidential and shall not impose an obligation of confidentiality: (i) information already known or available to the public without breach of this Contract; (ii) information received legally from a third party without breach of this Contract; (iii) information which by law or under any regulations or judicial or administrative decision must be disclosed by Ecocert to the relevant and applicable judicial or administrative authority, or the approval or accreditation authorities; (iv) information Ecocert is authorized by the Client to disclose, in particular according to Section 6; (v) information which has to be made public by Ecocert or the Client in accordance with the provisions of the Scheme.

11.4 In the event that personal data related to a natural person is transmitted by the Client under the Contract, Ecocert will take all appropriate actions to abide by the laws applicable to the protection of personal data. In particular, and in accordance with the modified French Data Protection Act (Loi Informatique et Libertés) of January 6th, 1978 and Regulation (EU) 2016/679, the natural person is informed that his/her personal data are recorded in one or more computer files by Ecocert for the purposes of performing the service subject of the Contract and implementing Section 6. They are kept for the duration of the Contract plus a period of 10 years from its expiry and are intended for persons in charge of the aforementioned purposes. They may be transferred outside their country of origin to recipients in charge of the above purposes. For countries not ensuring an adequate level of protection according to Section 45 of Regulation (EU) 2016/679, appropriate safeguards will be put in place between the companies of the Ecocert Group or the subcontractors concerned, which are available from Ecocert. Where subject to and available under applicable laws and regulations, natural persons have 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 controller (Ecocert SAS, BP 47, 32600 L'Isle Jourdain – personaldataFR@ecocert.com), as well as a right to file a complaint, where applicable, with the relevant supervisory authority.

11.5 In any case, it is the Client's responsibility to fulfill all its obligations under the law applicable to the protection of personal data and, as such, guarantees Ecocert against any claim by an individual whose personal data are transferred by the Client to Ecocert under the Contract.

11.6 The obligations of confidentiality under this section shall remain in force for a period of five (5) years from the date of termination of the Contract.

SECTION 12. SCOPE OF ECOCERT'S OBLIGATIONS

12.1 Ecocert is under an obligation of best endeavors 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. Ecocert will therefore not be held liable for the consequences of late, incorrect or incomplete information provided by the Client during or outside of audits and other assessments.

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

(xiii) to check that the Products, their labelling or packaging meet the legal or regulatory requirements for Products, labelling or packaging in general, 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.

(xiv) 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 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.

12.3 The Client understands and accepts that Ecocert has no obligation to give advice of any sort under the Contract, pursuant to the laws and standards that apply to any certification body such as the ISO 17065, particularly in terms of independence and impartiality.

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

SECTION 13. LIMITATION OF LIABILITY

13.1 Ecocert can only be held liable in the event of a breach of its essential obligations as stipulated in the Contract.

13.2 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.

13.3 In any event, the maximum amount for which Ecocert may be liable, for each claim arising from the Contract, shall be capped at the equivalent of twenty (20) times the fees invoiced to the Client for the service provided under the Contract for the Product(s) involved in the claim, in the year in which the incident giving rise to the claim occurred.

13.4 The Client shall do all that is necessary in order to limit as far as possible any loss that may result from a fault of Ecocert.

13.5 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 Section 5.

SECTION 14. APPLICATION AND BINDING NATURE OF THE CONTRACT

14.1 No specific conditions or terms of purchase of the Client may prevail over the Terms and Conditions unless Ecocert has officially agreed to that in writing. Any condition to the contrary upheld by the Client will therefore be unenforceable against Ecocert, regardless of when it may have been brought to Ecocert's attention, unless expressly agreed otherwise.

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

14.3 If any of the provisions of the Contract are declared null and void or inapplicable by a court or by virtue of the law, the other provisions shall remain in force and with full effect, to the fullest extent permitted by law.

14.4 The Contract cancels and replaces any previous contracts for the same service that may have been signed between the parties.



SECTION 15. MODIFICATION OF THE CERTIFICATION REQUIREMENTS

15.1 If Ecocert should modify the Terms and Conditions, it shall by any means notify the Client beforehand. Any modification to 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 month after the entry into force of the new Terms and Conditions. Rejection shall lead to termination of the certification and the Contract by the Client in accordance with the conditions laid down in Section 9.1.

15.2 If Ecocert should modify any of the contractual documents other than the Terms and Conditions, or in case of modification of the Scheme, Ecocert shall use any means to notify the Client. Depending on the situation, the modified provisions shall take immediate effect or transitional measures may be adopted by Ecocert.

15.3 The Parties agree that Ecocert may not be held liable in the event that certification of all or some of the Products is impossible or forbidden due to changes in national or international regulations and/or interpretation thereof, generally or relating to the definition of organic farming and/or certification thereof, which would result in modification or pure and simple deletion of the service covered by the Contract.

SECTION 16. SUBCONTRACTING/DELEGATION

16.1 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 signing the initial Quotation, the Client accepts said intervention of the companies of the Ecocert Group and/or third parties for the performance of the service, and accepts notably that the fees relating to the performance of the service shall be paid to the entity that has been authorized by Ecocert to issue the Quotations and corresponding invoices. In the same way, the Client accepts that this entity is authorized to start legal proceedings before the competent courts of the Client's domicile in order to recover the aforementioned fees.

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

SECTION 17. TRANSFER

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.

SECTION 18. FORCE MAJEURE

18.1 Neither party shall be held liable if it is prevented from performing its obligations laid down in the Contract, insofar as their execution is delayed, hindered or prevented by a *force majeure*.

18.2 *Force majeure* shall mean any event beyond the control of a party, which could not reasonably have been foreseen when the Contract was signed and 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*, without limitation, are natural disasters, earthquakes, fires, storms, floods, epidemic, wars, terrorist activities, strikes, impossibility of the use of public or private transport, impossibility of the use of public or private telecommunications networks, failure to obtain permits, licenses, visas or other types of records.

18.3 The party affected by such circumstances shall notify the other by any means as soon as possible, with the Contract and the certification being suspended until the resolution of the impediment. In case of persistent impediment beyond a reasonable time, any party shall be entitled to terminate the Contract with immediate effect by sending the other party a written notice.

SECTION 19. NOTICES

19.1 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 online notices or notices filed on the Ecocert 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.

19.2 It is the Client's responsibility to provide the following information in accordance with the provisions applicable to personal data:

(iv) the information necessary for the proper receipt of any mail, email or fax sent by Ecocert for the execution of the Contract;

(v) the names and contact details within its entity necessary to Ecocert for the proper performance of the Contract;

(vi) if applicable, the name and contact information of the person the Client will designate within its entity as administrator of the Client Portal;

and to promptly notify any change to Ecocert.

19.3 Any piece of mail, email or fax, registered or not, which is rejected or refused by the Client, or unable to be delivered due to a change of contact details that has not been notified by the Client shall be considered as delivered at the date of such rejection, denial or inability to deliver. Any registered letter that is not collected by the Client shall be considered as delivered on the date of first presentation. Any document made available online or uploaded to the Client Portal by Ecocert will be deemed to have been notified as from the date of online release, provided that the Client has been notified of it by email.

SECTION 20. DEMATERIALIZATION

20.1 The Client agrees (i) that Ecocert may resort to the dematerialization of some processes used in connection with the performance of the Contract, including the electronic registered letter, electronic invoice or electronic signature, (ii) to comply with the conditions applicable to the implementation of these dematerialized 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 emails or via the Client Portal and of the scanned and digitalized signature beside the name, as well as their respective reproduction, in particular for the signature of the audit findings or sampling forms.

20.2 Unless otherwise provided by the Scheme, and in order to ensure the effectiveness of audits (particularly unannounced audits), the Client expressly accepts that the audit findings and sampling sheets 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 implying an acceptance of the report or sampling sheet by the Client itself.

SECTION 21. LANGUAGE

The language of the Contract is English. Translations into other languages may be sent to the Client upon request but will not be binding in the event of a dispute.

SECTION 22. MISCELLANEOUS

22.1 Ecocert reserves the right to reject 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 over the payment of a previous service.

22.2 The Sections 6 (Use of Client data), 11 (Confidentiality and Personal Data), 13 (Limitation of liability) and 23 to 25 (Dispute resolution) shall remain in force after the expiration, termination, nullity or voidness of the Contract for any reason whatsoever.

SECTION 23. APPLICABLE LAW

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

SECTION 24. REMEDIES

The Certification Process contains provisions for appeals against Ecocert's decisions, which should be used before any appeals are lodged with the relevant jurisdictions.

SECTION 25. COMPETENT COURTS

Except for the recovery procedures described in Section 16.1, 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.

