

ARTICLE 1. CONTRACTUAL DOCUMENTS

The contract between Ecocert and the Client is made up of 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"**).

1. These terms and conditions (the **"Terms and Conditions"**),
2. The Ecocert Standard for Inputs suitable for use in organic farming, consisting of the technical standards, the control process and the rules of use of the Ecocert trademarks (the **"Standard"**),

In the event of conflict between the provisions of these documents of different priorities, the provisions of the higher priority document shall prevail.

ARTICLE 2. DEFINITIONS

"Attestation" means the document certifying the compliance of the Input to the Regulation.

"Client" means an operator committed to Ecocert for performance of the service covered by the Contract.

"Committed Operator" means one or more operators who have signed a contract with the Client, involved in the development, manufacturing or distribution process of the Input and personally committed to Ecocert for the service covered by the Contract.

"Input" means any product(s) used during the process of making an organic agricultural product (e.g. fertiliser, pesticides, plant protection products, veterinary products, additives or processing aids, cleaning products, etc.), submitted by the Client during the term of the Contract, for the control of its compliance to the Regulation by Ecocert. The compliance to the Regulation of the Input entails issuance of an Attestation.

"Non-committed Operator" means one or more operators who have signed a contract with the Client, such as subcontractors or handlers, involved in the development, manufacturing or distribution process of the Input and who are not personally committed to Ecocert for the service covered by the Contract.

"Regulation" means the Regulation(s) aimed at in the Standard, to which the compliance of the Input will be checked by Ecocert at the Client's request by applying the Standard.

ARTICLE 3. PURPOSE

3.1 The purpose of the Contract is the performance by Ecocert of a service of control of compliance to the Regulation of the Client's Input through the Standard, organised on an annual cycle and resulting, where applicable, in the issue or renewal of an Attestation allowing reference to be made to the Input's compliance to the Regulation.

3.2 The purpose of the control is to check if the Input is suitable for use in the making process of a product conforming to the Regulation. The Contract's purpose is thus not the actual certification of the Input to the Regulation.

ARTICLE 4. SERVICE PERFORMANCE

4.1 Based in particular on the information provided by the Client and/or gathered by Ecocert during the inspections and other investigations, Ecocert undertakes to use the appropriate means to perform its service, in line with its procedures, and to do everything within its power, in particular:

- keeping to reasonable deadlines for performing its services, particularly for making appointments (such as inspection dates),
- whenever possible and as long as the reliability of its service is not compromised, consulting with the Client to implement the Standard,
- asking the Client for any information and documents that Ecocert deems necessary for the service (and in any case subject to the confidentiality provided for in Article 11),

4.2 The Client undertakes to satisfy all the obligations laid down in the Contract documents, particularly the Standard, including in the event of changes reported by Ecocert, and promises that the Input conforms to the Standard and the Regulation.

The Client shall facilitate Ecocert's assessment work, particularly:

- by providing the information and documents needed for proper performance of the service, relating in particular to its organisation and/or the Input, as quickly as possible,
- by immediately informing Ecocert of any change it becomes aware of in its organisation, or in the production, composition, making process, labelling or trade name of the Input, and of any event that could affect the compliance of the Input to the Standard or the Regulation, and of any additional product it intends to market,
- by submitting to all inspections and other investigations provided for in the Standard, in particular the complete annual inspection,
- by allowing access to the inspectors appointed by Ecocert and to external auditors to all sites, premises, data, processes, procedures and personnel that could affect the compliance of the Input or be involved in the Input control process,
- by respecting, in the event of Input non-compliance, Ecocert's decisions and the conditions for implementation thereof, as defined in the Standard.

4.3 In the event of involvement of a Non-committed Operator, the Client must notify Ecocert of this in advance and is fully responsible for compliance by the Non-committed Operator with the obligations provided for in Article 4.2 and, more generally, all the obligations laid down in the Contract.

4.4 In the event of involvement of a Committed Operator, the nature and the

scope of the inspections conducted by Ecocert with regard to the Client are adapted accordingly. In any case, the Client is obliged to submit to Ecocert inspections, or to take the corrective action identified by Ecocert (if a non-compliance is found), even if a non-compliance by the Committed Operator is found or suspected, if the inspections cannot be operated on the Committed Operator's site or if it cannot take the corrective action. Costs and other consequences of the inspections or corrective action in question will be borne by the Client, and it is its responsibility to take action against the Committed Operator involved where appropriate.

ARTICLE 5. ANALYSIS

5.1 In the event of analysis, any sampling is done in the presence of the Client, or of its representative, who signs the related documents.

5.2 The nature of the analyses and the laboratory which will perform them will be determined by Ecocert.

5.3 Ecocert may decide to leave one of the samples taken on the Client's premises. In this case, in the event of counter-analysis of the sample, only a representative of Ecocert or a bailiff may send the sample to a third party laboratory appointed by Ecocert.

5.4 All of the samples remain the property of Ecocert.

ARTICLE 6. REFERENCES TO INPUT COMPLIANCE BY THE CLIENT

6.1 Only issue of the Attestation authorises the Client to manufacture and market the Inputs listed on the Attestation with the references provided for in Article 6.2.

6.2 The Client may refer to inputs suitable for use in organic farming and to Ecocert, and may use the Ecocert inspection logo (i) for the Input only, (ii) under the conditions laid down in the Contract and, in particular, in the Standard, (iii) once the Attestation relating to its Input has been issued and for as long as this Attestation is valid, and (iv) only within the scope of the Attestation issued.

6.3 It is agreed that the Attestation of the Input is valid only in reference to the Regulation specified in the Attestation, to the exclusion of any other regulation concerning organic farming.

6.4 The Client may not use the Ecocert certification trademark within the framework of the Contract.

6.5 For the products to be marketed in France, the use of the Ecocert inspection logo and/or reference to Ecocert or to compliance with the Regulation may in no case be associated with or refer to the French terms *"certification"*, *"certifié par"*, *"agrément"* or *"accréditation"* or any other term relating to the latter.

ARTICLE 7. REFERENCES TO INPUT COMPLIANCE BY ECOCERT

7.1 The Client accepts that Ecocert may make reference to the attested Input on its website <http://www.ecocert.com>, but the Client cannot, however, demand this be done. To this end, the Client hereby authorises Ecocert to publish its contact details on this website, along with the trade name, status and usage category of the approved Input.

7.2 By means of an express and written request made to Ecocert, the Client may, however, refuse permission for its Input to appear on the website.

7.3 In the event of non-compliance or doubt as to the compliance, or in the event that the Attestation is withdrawn for whatever reason, Ecocert may remove the Input in question from the website.

7.4 In accordance with the French Data Protection Act (Loi Informatique et Libertés) of 6 January 1978, the Client is entitled to access, correct, modify and delete any data relating to it by contacting Ecocert, BP 47, 32600 L'Isle Jourdain (France) – office.international@ecocert.com.

ARTICLE 8. PRICING AND PAYMENT TERMS

8.1 The fees that Ecocert will receive in return for its services will correspond to the initial offer accepted by the Client and made based on the information provided by the Client, and then, in case of renewal in accordance with Article 9.3, automatically reviewed each year in line with current price lists.

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

8.3 If analysis proves necessary, the costs of the analysis and the management fees will be invoiced in addition after receiving the results by Ecocert, whatever the result.

8.4 Invoices, which Ecocert may issue prior to performance of the service, shall indicate the terms for payment of fees and are payable 30 days end of month following issuance of the invoice. There will be no discount for early payment.

8.5 If payment is not received by the due date, the sums due from the Client shall automatically incur interest at the rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points.

8.6 Ecocert will be entitled to suspend performance of the service covered by the Contract until all outstanding invoices have been paid in full, without non-performance being considered as attributable to Ecocert.

8.7 If an inspection is rescheduled by the Client less than a week ahead of schedule, a flat fee of 10% of the annual fee will be applied, except in cases of force majeure.

ARTICLE 9. CONTRACT TERM AND ATTESTATION VALIDITY

9.1 The Contract shall enter into force on the day that the initial quotation is accepted by the Client, for an unspecified term. Acceptance of the initial quotation implies the Client's full, unreserved accession to the Terms and Conditions in force and, more generally, to the provisions of the current Contract, to the exclusion of all other documents such as brochures and catalogues issued by Ecocert for

information purposes only.

9.2 The Attestation is issued under the conditions laid down in the Standard and is valid until the date indicated therein.

9.3 The Client's annual control process is automatically renewed on 1 January or on 1st July of each year, depending on the half-year during which the initial complete inspection took place, if on 31 December of the previous year or on 30 June of the same year respectively, the Contract has not been terminated under the conditions provided for in Article 10. The process is renewed according to the current price lists and the Client is deemed to have accepted all of the investigations necessary for the renewal in question. The Client should therefore update and send to Ecocert the data necessary for attestation.

ARTICLE 10. CONTRACT TERMINATION AND ATTESTATION EXPIRY

10.1 The Contract may be terminated by the Client with no need to provide any reason, giving a minimum of three (3) months' notice sent by registered post with acknowledgement of receipt. However, if the Client gives notice to terminate less than three (3) months before the Attestation expiry date, the Contract will be terminated on that date and the validity of the Attestation will not be extended.

10.2 The Contract may be terminated by Ecocert with no need to provide any reason, giving a minimum of six (6) months' notice sent by registered post with acknowledgement of receipt.

10.3 In the event of termination under Article 10.1 or 10.2, all or part of the fees will be payable by the Client depending on the service provided by Ecocert upon termination date.

10.4 Ecocert may also lawfully terminate the Contract with immediate effect if the Client 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 formal notice from Ecocert on this matter, or if it does not pay the amounts due under the terms of the Contract despite having received a reminder, without prejudice to any damages that may be claimed by Ecocert. All amounts owed by the Client will be deemed to have been acquired by Ecocert, regardless of the service actually performed by Ecocert on the date of termination.

10.5 Termination of the Contract for any reason shall bring about simultaneous expiry of the Attestation.

10.6 Expiry of the Attestation for any reason shall bring about (i) the cessation of any manufacture and marketing by the Client of the Inputs that refers to the compliance control, and generally of any reference to the Attestation as described in Article 6, (ii) the cessation of any use of the Attestation, (iii) the return of the Attestation to Ecocert, and (iv) the Client's obligation to notify its own customers and Committed and Non-committed Operators.

ARTICLE 11. CONFIDENTIALITY

11.1 Ecocert undertakes to keep confidential any information relating to the Client and described in Article 11.3 and to ensure that any of its employees or representatives involved in implementation of the Contract, who may have occasion to hold or obtain any such information, also undertake to protect this confidentiality.

11.2 Ecocert will ensure that they all undertake not to disclose any confidential information received from the Client or use it for their own gain or for the gain of a third party, unless within the context of performance of the service covered by the Contract.

11.3 All information obtained through performance of the service covered by the Contract shall be considered as confidential, particularly that relating to the Input and the results of inspections and other investigations and technical and commercial information, except in the situation provided for in Article 7.

11.4 Information not considered confidential and which does not impose an obligation of confidentiality is information already known or available to the public, in the absence of any wrong being committed within the context of this Contract, or information received legally from a third party without breach of this Contract.

11.5 The Client is notified that the French and foreign public authorities that may be concerned by the service, such as the French Ministry of Commerce, Finance and Industry or the United States Agriculture Department, may be called upon to inspect the documents relating to the Client's control by Ecocert and, where necessary, to take a copy of them.

ARTICLE 12. SCOPE OF ECOCERT'S OBLIGATIONS

12.1 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. Ecocert will therefore not be held liable for the consequences of late, incorrect or incomplete information provided by the Client during and outside of inspections and other investigations.

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

- to check that the Input meets requirements other than those contained in the Standard, such as legal or regulatory requirements for the products in general and their labelling. The Client shall be solely responsible for ensuring that the Input can be marketed on a given market with reference to the inputs suitable for use in organic farming.
- 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 feels that such an investigation is relevant to implement the Standard, for example by asking the Client to provide additional proof.
- to issue a certificate of compliance with any public rules or private standards other

than the Regulation, particularly those relating to fair trade, organic agriculture, ecological or organic cosmetics or organic textiles.

ARTICLE 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 If any legal action is taken to establish the liability of Ecocert, compensation will only be paid for any direct, personal, established loss, in accordance with Article 1151 of the French Civil Code, to the exclusion of any indirect loss.

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 payable to Ecocert for the Input(s) involved with the claim, in the year in which the incident giving rise to the claim occurred.

13.4 The Client undertakes to do all that is necessary in order to limit as far as possible any loss that may be sustained on account of a fault committed by Ecocert.

ARTICLE 14. APPLICATION AND BINDING NATURE OF THE TERMS AND CONDITIONS AND OF THE CONTRACT

14.1 No specific conditions may prevail over the Terms and Conditions unless officially agreed in writing by Ecocert. Any condition to the contrary upheld by the Client will therefore be void as against Ecocert, regardless of when it may have been brought to its 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 may 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 is 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, insofar as they are provided for by law.

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

ARTICLE 15. CONTRACT MODIFICATION

15.1 If Ecocert should modify the Terms and Conditions, it shall use any means to notify the Client. 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 sent by registered post with acknowledgement of receipt no later than one month after the entry into force of the new Terms and Conditions. Rejection shall lead to termination of the Contract by the Client in accordance with the conditions provided for in Article 10.1.

15.2 If Ecocert should modify any of the contractual documents other than the Terms and Conditions, 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 attestation of all or some of the Inputs based on the Standard or the Regulation is impossible or forbidden due to changes in national, European or international regulations or interpretation thereof, generally or relating to (i) the definition of the inputs suitable for use in organic farming and/or their attestation, or (ii) to the definition of organic farming and/or its certification, which would result in modification or pure and simple deletion of the service covered by the Contract.

ARTICLE 16. SUBCONTRACTING

16.1 The Client accepts in advance that all or part of the inspections necessary for Input attestation may be entrusted to a third party appointed for this purpose. In the event of subcontracting, the Client will be notified in advance of the identity of the subcontractor.

16.2 The Client accepts in advance that all or part of the Input control process may be delegated to one or more subsidiaries of the Ecocert Group.

ARTICLE 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 that Ecocert is free to transfer the Contract to another company in the Ecocert Group in any way.

ARTICLE 18. FORCE MAJEURE

Ecocert shall not be held liable if it is prevented from performing or meeting any of its obligations laid down in the Contract by an event, of any type, beyond its control including, but not limited to, natural disasters, war, terrorist activities, industrial action or the failure to obtain permits, licences, visas or other types of record.

ARTICLE 19. LANGUAGE

The Contract is written in French. Translations into other languages may be sent to the Client upon request, but in the event of a dispute the French version shall prevail. Communications between Ecocert and the Client may be in French, English or Spanish.

ARTICLE 20. APPLICABLE LAW

This contract is governed by French law.

ARTICLE 21. COMPETENT COURTS

ANY DISPUTES ARISING FROM THE CONTRACT, OR RELATING TO THIS CONTRACT, WHICH CANNOT BE SETTLED OUT OF COURT SHALL BE SUBJECT TO THE JURISDICTION OF THE COURTS OF ECOCERT'S REGISTERED OFFICE.