ARTICLE 1. CONTRACTUAL DOCUMENTS

The contract between Ecocert ICO 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 thereafter referred to as "Document,":

1. These terms and conditions (the "Terms and Conditions"),
2. The guidance for NOP certification process (the "Certification Process"),
3. The fee schedule in force (the "Fee Schedule").

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

ARTICLE 2. DEFINITIONS

"Certification Document" refers to the document(s) issued by the Client certifying the conformity of the Product to the requirements of the Regulation, as available through Ecocert ICO's website.

"Certification Requirements" refers to the requirements provided under this Contract and in the Regulation, to be fulfilled by the Client to obtain and maintain the certification.

"Client" refers to a natural person or legal entity entering into this Contract with Ecocert ICO for the performance of the service covered by the Contract.

"Equivalency Statement" refers to the document issued upon request of the Client and annexed to the Certification Document, which allows the equivalency determination of the Products certified as compliant to the Regulation in view of their exportation by the Client, according to the agreement of organic equivalency entered into on the 17th of June 2009 between Canada and the United States of America, and/or the agreement of organic equivalency entered into on the 17th of June 2012 between Canada and the United States of America, and/or the agreement of organic equivalency entered into on the 1st of January 2014 between Japan and the United States of America, and/or the agreement of organic equivalency entered into on the 17th of July 2014 between Korea and the United States of America.

"Non-committed Operator" refers to one or more operators who have signed a contract with the Client, such as subcontracts, producers, providers or handlers, involved in the production, preparation and packaging of the Products and who are not personally committed to Ecocert ICO for the service covered by the Contract.

"Product" refers to product(s) submitted by the Client during the life of the Contract for certification of conformity to the Regulation by Ecocert ICO.


ARTICLE 3. PURPOSE

The purpose of the Contract is the performance by Ecocert ICO of a service of assessment of the conformity of the Product and the Client with the Regulation, pursuant to an annual calendar cycle, and, in particular, in the issuance of maintenance of the Certification Document, allowing reference to be made by the Client to the Product’s conformity with the Regulation.

ARTICLE 4. SERVICE PERFORMANCE

4.1 Based in particular on the information provided by the Client and/or gathered by Ecocert ICO during the assessments, Ecocert ICO undertakes to use the appropriate means to perform its services, in line with the Certification Requirements.

(i) keeping to reasonable deadlines for performing its services, particularly for making appointments (such as inspection dates),
(ii) carrying out the necessary assessments and in particular the inspections, provided that the site is reasonably accessible and not in areas of risk as identified by Ecocert ICO,
(iii) in case of non-compliance with the regulations, the reliability of the service is not compromised, collaboration with the Client to implement the certification service,
(iv) asking the Client for any information and documents that Ecocert ICO deems necessary for the service (and in any case subject to the confidentiality provided for in Article 11),
(v) implementing, in the situations provided for by its internal procedures, the mechanisms established in order to respect the obligations set forth in the Contract.

4.2 The Client undertakes to always abide by the Certification Requirements, including in the event of changes reported by Ecocert ICO, and specifically promises that all series of Products shall continuously conform to the said requirements.

The Client shall facilitate Ecocert ICO's assessment work, in particular:

(i) by collaborating with Ecocert ICO's staff, including without limitation during inspections, so that the service is performed under optimal conditions,
(ii) by providing the information and documents needed for proper performance of the service, relating in particular to its organization and/or the Products, as quickly as possible,
(iii) by immediately informing Ecocert ICO of any change it becomes aware of in its organization, or in the production, composition and labelling of the Product, of any additional product it intends to market with a reference to certification, and of any event it would become aware of that may affect its ability to conform to the Certification Requirements and/or that could affect the conformity of the Product to the Regulation.

By submitting to all assessments provided for in the Regulation and in the Certification Process, in particular to the annual inspection.

(v) By allowing access to the inspectors appointed by Ecocert ICO and as the case may be to external observers and auditors to all sites, premises, data, processes, materials, procedures, personnel and subcontractors that could affect the conformity of the Product or be involved in the certification process, taking all necessary measures for ensuring the safety of the inspectors, observers and/or auditors during inspections.

(vi) by respecting, in the event of Product non-conformity, Ecocert ICO’s decisions and the terms and conditions of the suspension of certification defined under the Certification Requirements.

4.3 In the event of involvement of a Non-committed Operator, the Client must notify Ecocert ICO of this in advance, and is fully and solely responsible for compliance by the Non-committed Operator with the obligations provided for in Article 4 and otherwise described in the Contract.

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

5.1 Only issuance of the Certification Document authorizes the Client to produce, transform and market the Products listed on the Certification Document with the references provided for in Article 5.2.

5.2 The Client will refer to organic farming and to Ecocert ICO, and may use the Ecocert ICO certification mark (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 described in the Certification Requirements and (iv) only within the scope of the certification issued.

5.3 Should the Client wish to make reference to Ecocert ICO or use the Ecocert ICO certification trademark, it shall conform to the usage of Ecocert ICO and of use of the Ecocert ICO trademark, as such may be available upon request to Ecocert ICO.

5.4 In any case, the use of the certification must not be made in such a manner as to bring Ecocert ICO into disrepute and in particular such use can be made regarding certification which Ecocert ICO may consider misleading or unauthorized.

5.5 The Certification Document, the inspection report, and generally any document issued by Ecocert ICO, in whole or in part, may not be used in a misleading manner.

ARTICLE 6. REFERENCES TO CERTIFICATION BY ECOCERT ICO

Ecocert ICO may be required to publish and otherwise make available to third parties, regardless of the medium used, (i) the Client’s name, contact details and list of certified Products, (ii) the electronic version of the Certification Document (iii) information relating to the suspension, renewal, or withdrawal of certification of the Client (iv) the anonymized data of the Client for analytical and statistical purposes only, and (v) information which disclosure is required by the Certification Requirement’s and the norms applicable to Ecocert ICO as an accredited certifying body.

ARTICLE 7. PRICING AND PAYMENT TERMS

7.1 In consideration of the services hereof, the Client undertakes to pay Ecocert ICO the fees referred to in the Fee Schedule of the Initial Organic System Plan ("OSP") as signed. Such Fee Schedule may be revised by Ecocert ICO on a periodic basis, and the Client agrees to be bound by such Fee Schedule in the event of a renewal in accordance with Article 8.3.

7.2 If any of the elements used for calculation of the fees here above are modified following implementation of the Standard or as per Ecocert ICO's findings, the new fees for the services are only to apply for specific services rendered by Ecocert ICO services are required for implementation of the Certification Process, then the Client will be invoiced for additional fees in connection with, in accordance with the Fee Schedule then in force.

7.3 Invoices, which Ecocert ICO may issue prior to performance of the service, shall indicate the terms for payment of fees. All invoices shall be paid fully within 30 days of receipt thereof.

7.4 Ecocert ICO will be entitled to suspend performance of the service covered by the Contract during the suspension of certification. In this instance, if the suspension has been prolonged without such non-performance being considered as a breach of this Contract by Ecocert ICO. Failing payment, the Contract may be terminated in accordance with the provisions of article 10.

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

ARTICLE 8. CONTRACT TERM AND CERTIFICATION DOCUMENT VALIDITY

8.1 The Contract shall enter into force on the day that the initial OSP is signed by the Client, and shall remain in effect as long as the certification is valid, being understood that the suspension of the certification does not entail termination of the Contract. Acceptance of the OSP implies the Client’s full, unreserved agreement to the Terms and Conditions in force and, generally, to the provisions of the current Contract, to the exclusion of all other documents such as brochures and catalogues issued by Ecocert ICO for information purposes only.

8.2 The Certification Document is issued under the conditions described in the Certification Process and remains valid unless the certification is suspended, suspended, revoked, withdrawn in accordance with the procedures specified in the Regulation. The Certification Document will be updated by Ecocert ICO after each annual inspection if the certification is still valid, as Ecocert ICO shall determine.

8.3 The Client’s certification process is automatically renewed on 1 January each year, if, on 31 December of the previous year, the Contract has not been terminated under the conditions provided for in Article 10. The certification is deemed to be issued by the Client and is deemed to have accepted all of the investigations necessary for the renewal in question. The Client should therefore update and send to Ecocert ICO the data necessary for certification.

ARTICLE 9. EQUIVALENCY STATEMENTS

It is hereby agreed that:

- the Equivalency Statement is an annex to the Certification Document, the expiration of the Certification Document for any reason whatsoever entails the simultaneous expiration and cessation of use of the Equivalency Statement, as well as the cessation of export of Products containing said reference to the Equivalency Statement,
- the issuance of the Equivalency Statement is not a certification or verification of the Product according to the equivalent regulation on organic products, but a statement of equivalence valid in view of exporting a certified Product complying with the Regulation.

ARTICLE 10. CONTRACT AND CERTIFICATION TERMINATION

10.1 Unless otherwise specified in the Regulation, the certification and the Contract may be terminated by the Client, for any reason, by giving six (6) months’ notice, by registered mail with acknowledgement of receipt.

10.2 The certification and the Contract may be terminated by Ecocert ICO for any reason, by giving one (1) month’s notice, or by registered mail with acknowledgement of receipt.

10.3 In the event of termination for any reason whatsoever, all or part of the fees will be payable by the Client depending on the service provided by Ecocert ICO upon termination date. If the Contract is terminated by the Client, the due fees will be fixed as follows: (i) 100% of the amount of the suspended fee in case of non-compliance with certification requirements in case of termination after performance of the annual inspection.

10.4 Ecocert ICO may also lawfully withdraw the certification and 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 ICO on this matter, except in case of inappropriate behaviour of the Client toward Ecocert ICO’s staff where a formal notice will not be necessary, without prejudice to any damages that may be claimed by
ARTICLE 10. APPLICABLE LAW

10.1 The execution of the Contract and the performance of the obligations under this Contract, including the preparation of any documentation and representations made to or by any party, shall be in accordance with the laws and regulations of the United States of America, without regard to conflicts of law principles.

10.2 The Client acknowledges that any amendment of the Contract has been made available at the time of its signature or terms of purchase of the Client

10.3 The Client undertakes to prepare and/or deliver the information necessary for the proper receipt of any mail, e-mail or fax sent by Ecocert ICO for the execution of the Contract, and to promptly notify any change to Ecocert ICO.

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