

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 (hereinafter referred to as the "Contract").

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 documents of different priorities, the provisions of the higher priority document shall prevail.

ARTICLE 2. DEFINITIONS

"Certification Document" refers to the document(s) issued to the Client certifying the conformity of the Product to the Regulation, possibly 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 15th of February 2012 between European Union 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 1st 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 subcontractors, producers, providers or handlers, involved in the production, preparation or distribution process 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.

"Regulation" refers to the US-National Organic Program 7 CFR Part 205 of the United States Code of Federal Regulations, available on the USDA website: <http://www.ams.usda.gov>.

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 resulting, where applicable, in the issuance or 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 service, in line with its procedures, and to do everything within its power, in particular:

- (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) whenever possible and as long as the reliability of its service is not compromised, collaborate with the Client to implement the Certification Process,
- (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 safeguarding its impartiality.

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 Regulation.

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 he would become aware of that may affect his ability to conform with the Certification Requirements and/or that could affect the conformity of the Product to the Regulation.
- (iv) by submitting to all assessments provided for in the Regulation and in the Certification Process, in particular the complete 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 Product 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 conditions for implementation thereof, as defined in 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 rules of reference to Ecocert ICO and of use of the Ecocert 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 no statement 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.

5.6 If copies of the Certification Document are provided to third parties, the document shall be reproduced in its entirety, or as specified in the Regulation or the Certification Process if applicable.

5.7 Except prior and express written agreement of Ecocert ICO, a person not holding a certificate issued by Ecocert ICO is not allowed to make reference to the certification by Ecocert ICO or to use the Ecocert ICO certification trademark in connection with products other than the certified Product, whether its communication or on the packaging or labeling of a product. It is the Client's sole responsibility to ensure that its own clients are aware of this prohibition and abide by it.

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, surrender 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. The Client acknowledges being informed of, and hereby authorizes Ecocert ICO to make such disclosures.

ARTICLE 7. PRICING AND PAYMENT TERMS

7.1 In consideration of the services hereof, the Client undertakes to pay Ecocert ICO the corresponding fee in the Fee Schedule in effect at the time the initial Organic System Plan ("OSP") is 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 information provided from the Client or according to Ecocert ICO's findings, or if additional Ecocert ICO services are required for implementation of the Certification Process, then the Client will be invoiced for additional fees in connection with same, in accordance with the Fee Schedule then in effect.

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 fully paid within 30 days of receipt thereof.

7.4 Ecocert ICO will be entitled to suspend performance of the service covered by the Contract until all outstanding invoices have been paid in full, 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 annual 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, more 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 surrendered, suspended, revoked, or 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 process is renewed according to the current Fee Schedule 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 ICO the data necessary for certification.

ARTICLE 9. EQUIVALENCY STATEMENTS

It is hereby agreed that:

- as 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 the references aimed at in Article 5.
- 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 only 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 Ecocert ICO a minimum of three (3) months' notice, sent 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 six (6) months' notice sent 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 application fee in case of termination at any moment whatsoever, (ii) 100% of the inspection and certification fees 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



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10.5 Upon the suspension, withdrawal or termination of the certification for any reason, the Client shall immediately (i) cease any marketing by the Client of the Products that refers to the certification, and generally of any reference to certification as described in Article 5, regardless of the medium (ii) cease any manufacture of any Products intended for marketing with reference to the certification, (iii) cease any use of the Certification Document, (iv) return the Certification Document to Ecocert ICO, and (v) notify its own customers and Non-committed Operators of the foregoing.

10.6 In addition, the withdrawal of the certification by Ecocert ICO for any reason whatsoever shall bring about the termination of the Contract.

10.7 Ecocert ICO reserves the right to refuse service to any Client or third party for any reasonable, non-discriminatory reason, including without limitation in the event of an existing dispute on the payment of a preceding service.

ARTICLE 11. CONFIDENTIALITY

11.1 Except as otherwise set forth below, all information obtained through performance of the service covered by the Contract shall be considered as confidential, particularly that relating to the Product and the results of assessments and technical and commercial information.

11.2 Ecocert ICO undertakes to keep confidential any information relating to the Client and described in Article 11.1 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 and not to 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 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, in the absence of any wrong being committed within the context 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 ICO to the US or foreign judicial or administrative authority, such as the US Department of Agriculture (USDA) or the Canadian Food Inspection Agency, or the approval or accreditation authorities,
- (iv) information Ecocert ICO is authorized to disclose by the Client, in particular according to article 6,
- (v) information which have to be made public by Ecocert ICO or the Client in accordance with the provisions of the Certification Requirements.

11.4 The obligations of confidentiality under this section shall survive for a period of five (5) years as from the termination of the Contract.

ARTICLE 12. SCOPE OF ECOCERT ICO'S OBLIGATIONS

12.1 Ecocert ICO shall use reasonable commercial efforts with regard to the performance of its service in a timely manner, in accordance with its procedures for certification, based on the information and documents provided by the Client. Ecocert ICO 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 agreed that Ecocert ICO has no obligation, under the terms of the Contract or otherwise:

- to check that the Products meet requirements other than those contained in the Certification Requirements, such as legal, safety or regulatory requirements for the Products in general and their labelling, including the ones aimed at in the Regulation. The Client shall be solely responsible for ensuring that the Products can be marketed on a given market with reference to organic farming.
- to check the findings recorded in the certificates of experts, suppliers or inspection bodies presented to it by the Client. Nonetheless, Ecocert ICO reserves the right to make inquiries as to the accuracy of given facts if it believes that such an investigation is relevant to implement the Regulation or the Certification Process, for example by asking the Client to provide additional proof, or by making verifications directly with concerned third parties.

12.3 The Client understands and accepts that Ecocert ICO has no obligation to provide 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 EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS CONTRACT, NO WARRANTIES ARE MADE BY ECOCERT ICO WITH RESPECT TO THE SERVICE TO BE PROVIDED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 13. LIMITATION OF LIABILITY

13.1 Ecocert ICO can only be held liable for actual, foreseeable losses resulting directly from its breach of its essential obligations as stipulated in the Contract.

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

13.3 In any event, the maximum amount for which Ecocert ICO 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 ICO for the Product(s) involved with the claim, in the calendar 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 ICO.

13.5 The Client agrees to fully defend, indemnify, and hold Ecocert ICO 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 ICO name, logo, trademark or service mark as set forth in Article 5.

13.6 This clause shall survive the expiration, termination or disappearance of the Contract for any reason whatsoever.

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

14.1 No specific conditions or terms of purchase of the Client may prevail over the Terms and Conditions unless officially agreed upon in writing by Ecocert ICO, and signed by an authorized representative thereof.

14.2 Should Ecocert ICO 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. MODIFICATION OF THE CERTIFICATION REQUIREMENTS

15.1 If Ecocert ICO should modify the Terms and Conditions, it shall use any means to 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 sent by registered mail 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 certification and the Contract by the Client in accordance with the conditions provided for in Article 10.1.

15.2 If Ecocert ICO should modify any of the contractual documents other than the Terms and Conditions, Ecocert ICO 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 ICO, at Ecocert ICO's election.

15.3 The Parties agree that Ecocert ICO may not be held liable in the event that certification of all or some of the Products based on the Regulation 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 deletion of the service covered by the Contract.

ARTICLE 16. SUBCONTRACTING/DELEGATION

16.1 The Client is informed that all or part of the inspections or analysis necessary for Products certification may be entrusted to a third party appointed for this purpose.

16.2 The Client accepts in advance that part of the Products certification process may be delegated to one or more companies of the Ecocert Group.

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

ARTICLE 17. TRANSFER

A party may not transfer or assign 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 ICO is free to transfer and assign all or part of the Contract, or the obligations to be performed hereunder, to another party in the Ecocert Group in any way.

ARTICLE 18. FORCE MAJEURE

18.1 Neither party shall be held liable if it is prevented from performing its obligations described in the Contract, insofar as their execution is delayed, hindered or prevented by an event of force majeure.

18.2 For the purposes of this Contract, an event of force majeure shall mean any event or circumstances external to the parties, which is unforeseeable, beyond the control of the parties, and that cannot be prevented by them, despite all efforts reasonably possible, including without limitation, 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, the Contract being suspended until the disappearance of the impediment. In case of persistent impediment beyond a reasonable time, each party shall be entitled to terminate the Contract with immediate effect by sending the other party a letter with acknowledgment of receipt.

ARTICLE 19. NOTICES

19.1 The notices to be made under the Contract may be sent by letter, either registered or not, with or without acknowledgment of receipt, express mail with proof of delivery to the transporter, bailiff, fax, email, or posted or deposited on the Ecocert client portal, in English.

19.2 It is the Client's sole responsibility to provide 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.

19.3 Any 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 address that has not been notified by the Client, shall be deemed to be delivered at the date of such rejection, refusal or inability to deliver. Any registered mail that is not collected by the Client shall be deemed delivered on the date of first presentation.

ARTICLE 20. DEMATERIALIZATION

The execution of this Contract, and the performance of the obligations under this Contract, may be accomplished by electronic means (e.g., electronic signatures, electronic correspondence, etc.), and such electronic means shall have the same force and effect as if prepared and memorialized on hard copies.

ARTICLE 21. LANGUAGE

The Contract is written in English. Translations into other languages may be sent to the Client upon request, but in the event of a dispute the English version shall prevail. The Client acknowledges that the English version of the Contract has been made available at the time of its signature.

ARTICLE 22. 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 23. REMEDIES

The Certification Process contains provisions for appeals against Ecocert ICO decisions, which should be used before any appeals are lodged with the courts.

ARTICLE 24. 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 JOHNSON COUNTY, INDIANA.