



## CERTIFICATION REQUEST FORM LEAF MARQUE

Format Code  
RSC-LEAF-PC-01

Revision: 00

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### General Contracting Conditions

From one side, **ACERTA Certificación, S.L.**, with VAT number: B-97479935 and address in C/ Aracena, 15 (Aravaca) Madrid, henceforth ACERTA, represented by Mr. Matías Romero Olmedo in quality of General Manager.

And from the other side, the legal or natural person identified in the first page of this document, henceforth **THE APPLICANT**.

The Undersigned Persons state the necessary legal capacity to contract and to be obliged as representative of the corresponding party and agree that the certification works will be carried out in accordance with the following clauses:

#### **Chapter 1.- Object of the Agreement**

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The object of this agreement is the regulation of the rights and obligations contracted between ACERTA and THE APPLICANT concerning the certification of the produce included in the scope detailed in the CERTIFICATION REQUEST FORM to which this document complements, in accordance with the requirements and conditions established in the appropriate Normative Documents.

#### **Chapter 2.- Conditions for obtaining the certificate**

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GC1. THE APPLICANT is aware of the conditions and requirements established in the Normative Documents specified with regard to the produce for which the certification has been requested, and undertakes to meet them uninterruptedly during the period of validity stated in the contract.

GC2. THE APPLICANT is aware of the quality of the produce obtained in its production sites, as well as the quality of the produce susceptible to be labelled with ACERTA distinctive sign and it undertakes not to conceal any information on the subject to ACERTA, either intentionally or by omission, which may alter ACERTA decision of granting the approval certificate to the evaluated production.

GC3. THE APPLICANT accepts that ACERTA shall carry out the appropriate Works for the certification of the produce in accordance with the procedures established in the relevant Normative Documents, and for this purpose, it shall allow ACERTA auditors to access the production facilities to carry out the inspections as well as to provide them with the necessary product samples for its analysis in the laboratory.

GC4. The compliance of the quality of entire production guaranteed by the certificate granted shall make reference to the characteristics of this production and not to the individual quality of any single product covered by it. . For this reason, if any of the certified products causes

damages to third parties, whatever the nature of it, due to its insufficient quality, to its bad hygienic conditions or whatever the reason was, that would be of exclusive responsibility of THE APPLICANT, who exempts ACERTA from any responsibility about it.

ACERTA responsibility for any other matter different from the ones mentioned above will be limited, in any case, to the moment when the products included in the certified production leave the production site.

GC5. The products included in the certified production may use the trademark distinctive of the product certified by ACERTA. This undertakes not to link with ACERTA distinctive sign of certified product those products which do not comply with the requirements established in the Normative Documents. Anyway, this agreement does not involve a trademark licence, but the acceptance by ACERTA that its distinctive sign can be applied on the products included in the production certified by ACERTA.

GC6. THE APPLICANT will be allowed to display the approval certificate issued by ACERTA and to make reference to it in public events, media and commercial information of the company linked to the certified production, whenever the scope and code of the certificate is clearly indicated.

GC7. THE APPLICANT undertakes to pay the certification and maintenance fees corresponding to the certification of the requested scope during the period of validity of this agreement, in accordance with the accepted quotation, as well as the fees established that, in each case, might have been established by the legal representatives of the Normative Documents.

#### **Chapter 3.- Duration of the Agreement**

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GC8. ACERTA certification services are hired for a period of **1 YEAR** from the subscription date detailed in the Certification Request Form.

GC9. This agreement will be tacitly, automatically and consecutively renewed for successive periods of **1 YEAR** unless otherwise communicate it from any of the parties with, at least, one month prior notice before its expiration date.



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**Chapter 4.- Scope of the Certification**

GC10. The definitive scope of the certification obtained by THE APPLICANT will be the scope specified in the version in force of the Approval Certificate.

GC11. When appropriate, ACERTA might issue a Technical Annexe attached to the certificate in order to detail or provide further information linked to the scope of the certification granted.

**Chapter 5.- Suspension or cancellation of the certificate**

ACERTA might temporarily suspend or cancel the certificate (according to what it is stated in the relevant Certification Guidelines) if it is verified that THE APPLICANT has not complied with one or more of the conditions stated in Chapter 2, or besides in those cases detailed in the Normative Documents.

If the certificate is cancelled, the APPLICANT will automatically lose the rights acquired by the approval certificate issued by ACERTA and no further applications will be accepted until 12 months have elapsed from the date of the cancellation.

If the cancellation was due to any circumstance that jeopardizes ACERTA interests, ACERTA will be able to cancel, unilaterally, this agreement, as well as to claim an indemnity for any damages against the APPLICANT, as prescribed in Article 1.124 of the Spanish Civil Code.

**Chapter 6.- Miscellaneous**

THE APPLICANT undertakes not to transfer or reproduce, partially or entirely, the rights and obligations derived from this agreement without previous authorization in writing from ACERTA.

Any notice to be given under this agreement will be sent by registered and certified fax, telefax or fax, to the addresses the two parties have previously specified for such purpose and which are detailed in the Certification Request Form, or wherever each party has previously communicated to the other in writing.

The agreement is the only document related to the object stated in it, and it will not be modified but its being replaced by a new document made in writing and signed by authorised signatory of each of the parties. Any omission or delay from any of the contracting parties towards the other with regard to the punctual fulfilment of its obligations will not be considered as a renunciation from that first party of its right to require the punctual fulfilment of its obligations to the second party.

**Chapter 7.- Settlements of Disputes**

Both parties agree that all disputes, lawsuits, differences or claims arising directly or indirectly in connection with the interpretation, fulfilment or not fulfilment of the present Agreement will be ruled by the Spanish Law, settled by arbitration of Madrid Chamber of Commerce and Industry, by one or more arbitrators to be appointed in accordance with those Rules. The decision of this arbitrator will be final and binding upon the parties concerned.

And, in witness whereof, and as a sign of conformity with what precedes, this document is signed in duplicate.

In ..... on .....  
(Locality) (Day) (Month) (Year)

By **THE APPLICANT**  
(Legal Representative)

By **ACERTA**



  
**Matias Romero Olmedo**  
General Manager

Signed:

.....  
(Name and surnames in capital letters)

**To be sent by FAX or mail to ACERTA Certificación, S.L.**

C/ Aracena, 15 – 28023 Aravaca (Madrid) Spain • Tel.: +34 91 740 26 60 • Fax: +34 91 740 26 61

NOTE: The acceptance of this certification request form by ACERTA does not imply the awarding of the certification requested