



IFS CERTIFICATION AGREEMENT (ANNEX TO THE CERTIFICATION REQUEST FORM)

Anexo 1 IFS-PC-01

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GENERAL TERMS

On 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 as its Managing director.

And on the other side, the legal or natural person identified in the document CERTIFICATION APPLICATION (which makes a unique body with this) henceforth **THE APPLICANT**.

The undersigned persons state their respective necessary legal capacity to reach this AGREEMENT as representative of the corresponding party and agree on that this AGREEMENT of certification services shall be ruled out according to the following clauses:

Clause 1. Object of the Agreement

The object of this agreement is the regulation of the rights and obligations agreed 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 corresponding STANDARD that the parties state to know and understand.

Clause 2. Conditions for obtaining the certificate

2.1. THE APPLICANT is aware of the conditions and requirements established in the STANDARD 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.

2.2. THE APPLICANT is aware of the quality of the produce obtained in the production site, as well as of the quality of the produce susceptible to be labeled with distinctive sign of ACERTA for certified products, and he undertakes to not 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.

2.3. THE APPLICANT assumes that ACERTA shall carry out the appropriate activities for the certification of the produce in accordance with the procedures established in the corresponding STANDARD, and for this purpose shall allow that ACERTA's auditors can access the production facilities to carry out the inspections, as well as to representatives of accreditation bodies, of the promoter of the STANDARD and persons in training process by ACERTA.

2.4. In the event that there are third-party claims THE APPLICANT agrees to provide to ACERTA all relevant information to evaluate them, and that assessors appointed by ACERTA can access the production facilities.

2.5. THE APPLICANT also expressly agree that, with previous 24 hours' notice, assessment personnel designated by ACERTA or by the STANDARD's promoter, can access the production facilities as well as to documentation and records related to the certified production, in order to check the veracity of the conclusions of previous certification processes

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

2.7. ACERTA responsibility for any other matter different from the examples mentioned above will be limited, in any case, to the moment when the products from the certified production, (henceforth **THE PRODUCTS**), leave the production site.

2.8. THE APPLICANT is required to inform ACERTA about any changes or modifications that may affect the applicant's ability to meet certification requirements. For example, significant changes in the organization, financial difficulties, etc.

2.9. THE APPLICANT with certificate in force is obliged to immediately notify ACERTA (maximum 48 hours) the following incidents: to have open legal proceedings relating to safety or legality of the product, product recalls, food alerts, significant damages to the production facilities and changes in ownership.

2.10. In this case shall be at the discretion of ACERTA the actions to be carried out to decide on the maintenance, suspension or cancellation of the certificate.

2.11. Whatever the outcome of the evaluation THE APPLICANT authorizes ACERTA so that, if required by the promoter of the standard, provide a copy of the report, certificate or outcome of the audit and any required document in relation to the certification process.

2.12. The distinctive sign of PRODUCT CERTIFIED BY ACERTA can be applied on the PRODUCTS included in the certified production, provided that are met all the requirements established in the **Guidelines for the use of ACERTA's trademark**, which is provided to THE APPLICANT. This undertakes not to identify, as ACERTA certified product, those products that do not meet the requirements established in the STANDARD. In any case, this AGREEMENT does not involve a trademark license, but the acceptance by ACERTA that its trademark is displayed on the products included in a production certified by ACERTA.

2.13. The APPLICANT shall inform ACERTA if new products or processes different from those included in the certification scope are produced within the validity of the certificate. ACERTA will assess the need of conducting an additional audit for the scope extension.

2.14. THE APPLICANT shall be authorized to display the certificate of conformity issued by ACERTA and make reference to it in public events, in media and on commercial information relating to the certified product, provided that the scope and the code of the certificate are clearly detailed and that the document is reproduced entirely, or as specified by the corresponding standard. The client also commits to avoid the misuse of the certificates, as well as the corresponding technical annex, which become obsolete. The APPLICANT agrees not to use the certification agreement issued by ACERTA in order to cause bad reputation for the entity. Likewise, the APPLICANT agrees not to make a statement related to the certificate of conformity issued by ACERTA that can be considered misleading or not authorized.

2.15. THE APPLICANT agrees to take the necessary measures to carry out the assessment and monitoring of quality certified production, including provisions to review the documentation and records, and access to equipment, locations, areas, personnel and relevant subcontractors.

2.16. THE APPLICANT agrees to record, investigate and take appropriate actions of all complaints relating to compliance with the certification requirements, and provide such records to ACERTA.

2.17. 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 STANDARD, in the manner and within the time agreed with ACERTA or, where applicable, with the persons or entities representing ACERTA and with whom the Applicant has acquired a financial commitment regarding certification services referred to herein.

Clause 3. Duration of the contract

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

NOTE: The signing by ACERTA of this AGREEMENT does not mean the issuance of the certification requested by the applicant.



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3.2. This agreement will be renewed tacitly, automatically and consecutively for successive periods of **1 YEAR** unless otherwise one of the parties communicates its decision to terminate it giving notice at least one month prior to its expiration date.

Clause 4. Certification scope

4.1. The initial scope of the certification is defined in the **CERTIFICATION REQUEST FORM**, which forms a unique body with is this contract.

4.2. The **DEFINITIVE SCOPE** of the certification obtained by **THE APPLICANT** will be the scope specified in the version in force of the corresponding **CERTIFICATE OF CONFORMITY** issued by **ACERTA**.

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

Clause 5.- Suspension or cancellation of the certificate

5.1. **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 **STANDARD**.

5.2. If the certificate is cancelled, the **APPLICANT** will automatically loose the rights acquired by the approval certificate issued by **ACERTA**.

5.3. If the cancellation is due to any circumstance that jeopardizes **ACERTA's** interests, **ACERTA** can unilaterally cancel this agreement, and claim the **APPLICANT** an indemnity for any damages, as established in Article 1.124 of the Spanish Civil Code.

5.4. **ACERTA** may also, at its discretion, temporarily suspend or cancel the certificate if the Applicant fails to comply with its payment obligations with **ACERTA** or with their representatives, with whom the applicant has incurred in a financial commitment regarding the certification services provided by **ACERTA**.

5.5.- Immediately after suspend, withdraw or ending the certification, the client will stop using it in all advertisement material that contain or make reference to it, and it will take the actions required by the certification scheme (for example, the return of the certification documents) and any other measure required.

Clause 6. Confidentiality and personal data safety

6.1. All documentation gathered by **ACERTA** or its agents representing **ACERTA**, whether in written, graphic, verbal, visual or electronic, shall be treated confidentially and **ACERTA** agrees not to publish or disclose it to third parties, or to use without the prior written consent of the Applicant for purposes other than that for which it was obtained, although the **AGREEMENT** ceases to be in force for any reason.

However and from mentioned above, the Applicant gives his explicit consent to **ACERTA**:

- To provide the promoter, owner or manager of the normative document, with the information that they require and that is specified in the corresponding **STANDARD** (that **THE APPLICANT** stated to acknowledges accurately) in order to be published and incorporated to the corresponding database of this scope.
- To publish or give to third parties the information in the certificate issued by **ACERTA** as well as information on its validity.
- To provide any information that is required by judicial or public authorities.

6.2. All information of a personal or sensitive nature shall be treated by **ACERTA** in accordance with the Law on Data Protection existing in Spain.

6.3. When because of legal requirements **ACERTA** has to disclose confidential information, it will notify the client or the person involved the provided information, unless is forbidden by law.

Clause 7. Termination

7.1. This **AGREEMENT** may be terminated by either party without further written notice to the other with a notice of at least two months before the end of the term (see 3.2). During the notice period the parties agree to comply with its obligations under this contract.

7.2 - Without prejudice to any other rights that may have, **ACERTA** may terminate this **AGREEMENT** unilaterally and automatically, without prior notice to Applicant, in any of the following circumstances:

- **THE APPLICANT** deliberately conceals or distorts relevant information so that **ACERTA** cannot make an objective decision about the level of compliance set out in the **STANDARD** regarding the established requirements.
- **THE APPLICANT** does not comply with his payment commitments with **ACERTA** or with its representatives, with whom **THE APPLICANT** has agreed the financial conditions for certification services of **ACERTA**.
- **THE APPLICANT** refuses to provide access to its facilities to **ACERTA's** representatives, either for certification audits or for conducting the checks that **ACERTA** estimates as appropriate.
- **THE APPLICANT** refuses the access to its facilities by representatives of the organization promoting the **STANDARD**, in its role as caretakers of the integrity of the project.
- When **ACERTA** has clear evidences that the process of evaluation and decision making of certified production has not developed under conditions of complete impartiality.

7.3. Without prejudice to any other rights that may have, **THE APPLICANT** may terminate this **AGREEMENT** unilaterally and automatically, without prior notice to Applicant, in any of the following circumstances:

- That **ACERTA** breach its obligations to the contracted service, especially in regards to deadlines set out in the **STANDARD** corresponding the contracted certification..
- That **ACERTA** designs an audit process that jeopardizes the validity of the certificate according to the criteria of the **STANDARD** owner, promoter or manager.
- That **ACERTA** definitely loses accreditation for certification of the requested scope or, in case of being in the accreditation process, fails to obtain within the time agreed with **THE APPLICANT**.

Clause 8. Financial conditions

8.1. Economic conditions agreed for the hiring of certification services are detailed in **ACERTA's** **FINANCIAL OFFER** supplementing this contract, signed by **ACERTA** or their representatives and approved by the **APPLICANT**.

8.2. The aforementioned economic conditions relate to the provision of certification services **ACERTA** for the scope defined in the **CERTIFICATION APPLICATION FORM** during the initial certification and subsequent maintenance periods that may exist.

8.3. During the term of this agreement the parties shall agree on the economic conditions that are applicable for the following period, depending on the scope that should be assessed at every moment, being **ACERTA** who must take the initiative so that the agreement may exist.

8.4. If the scope does not vary from one period to another, or have not agreed different economic conditions, the economic conditions of the previous period shall be applied and varied according to the variation of the last annual Prices Variation Index (IPC) published in Spain.



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8.5. In the event that the Applicant is in possession of a valid certificate of ACERTA for the scope established in this contract, he may unilaterally terminate its relationship with ACERTA if he is up to date with payments to ACERTA and he pays to ACERTA 50% of the fees that ACERTA would charge him along the period in which this AGREEMENT is in force, being then applicable the contents of clauses 3.2. and 8.4.

8.6. In the event that after the activities of evaluation by ACERTA, the Applicant does not get the CERTIFICATE or this is canceled due to any of the reasons provided in this contract, he can cancel the AGREEMENT with ACERTA if he has no debt to ACERTA and pays to ACERTA 100% of the fees that ACERTA would earn until the termination of this contract, being then applicable the contents of clauses 3.2 and 8.4.

Clause 9. 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 shall 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.

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

of its right to require the punctual fulfillment of its obligations to the second party.

Clause 10. Conflicts resolution


- a) This AGREEMENT is governed by Spanish law.
- b) With respect to claims due to economic reasons the parties agree that either can request arbitration of the courts of Madrid, waiving any other privileges that can be granted, or via equity arbitration as set forth below as follows in c).
- c) Any conflict derived from this AGREEMENT or in relation to this AGREEMENT including any matter regarding its existence, validity, termination, interpretation or execution will be definitively resolved via arbitration administered by the Corte Española de Arbitraje (Spanish Arbitration Court), in accordance with its Regulations in force on the date on which the arbitration request is presented and the concerned parties are aware of this.

The concerned parties renounce to any other court that could correspond them and expressly accept the resolution by an arbitration tribunal composed for such a purpose be made up of one sole Arbitrator who will solve in equity. The language of arbitration will be Spanish and the arbitration proceedings will be held in Madrid (Spain).
- d) If a party refuses to submit to the arbitration decision, it shall indemnify the other party with the amount of SIX THOUSAND EUROS (€ 6,000), without prejudice that arbitration expressly agreed in this AGREEMENT is legally formalized, according to Law 60/2003 of 23 December (BOE No 309/12/2003).

PARTICULAR CLAUSES FOR IFS CERTIFICATION AGREEMENT

- 1. HDE Trade Services GmbH (henceforth HTS), as promoter of the standard IFS, is irrevocably authorized to make non-detailed data of passed audits available to wholesalers and retailers via the online database.
- 2. The APPLICANT itself decides whether failed audits and the detailed results of passed and failed audits may be made available by HTS to wholesalers and retailers via the online database.
- 3. After the auditing of the APPLICANT, HTS is entitled to carry out control audits of such APPLICANT at any time in order to disclose and foreclose misuses and breaches of IFS. HTS will inform the APPLICANT of the control audit approximately 48 hours in advance. The announcement may be ceased if HTS has good reasons to believe that the food safety is in danger or if there are clear signs that the misuse or the breach will be suppressed. The APPLICANT is obliged to provide HTS and the auditor assigned by HTS access to the production premises. The APPLICANT is furthermore obliged to support the auditor in the realization of the control audit to the extent possible.
- 4. The APPLICANT shall report ACERTA when, within the period in force of the certificate, any of their suppliers related to products included in the certification scope, has lost its certification.

The parties sign this document in duplicate and for a single effect, in, on of /

<p>On behalf of THE APPLICANT:</p> <p>.....</p> <p align="center">(Name of the Company / Person)</p> <p>Signed:</p> <p>.....</p> <p><i>(Name and family name of the legal representative in capital letters)</i></p>	<p align="center">On behalf of ACERTA</p> <div align="center" style="margin-top: 20px;">  Matías Romero Olmedo <i>Managing director</i> </div>
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Send by FAX, POST or EMAIL to ACERTA Certificación, S.L.
 C/ Aracena, 15 – 28023 (Aravaca) Madrid • Tel.: 91 740 2660 • Fax: 91 740 2661
 E-mail: info@acerta-cert.com

NOTE: The signing by ACERTA of this AGREEMENT does not mean the issuance of the certification requested by the applicant.