

CERTIFICATION CONTRACT
BRCGS DOC02 V.06

Between the undersigned :

The Company APAVE IVORY COAST, SARL with a capital of 216 787 100 XOF – CFA Franc, registered in the RCCM under n°CI-ABJ-1986-R-99876, whose registered office is located at Abidjan Port Bouet, Vridi cité, 15 BP 684 Abidjan 15, acting in the name of its legal representative Mr Alain LEPRETRE, Manager of the said Company, residing in his capacity at the said registered office;

Hereinafter referred to as « **APAVE IVORY COAST** ».

On the one hand,

AND

Company name, registered with the Trade Register N°: ;
whose registered office is located at TEL:....., acting on
behalf of its legal representative, Function....., residing in
its capacity as such at the aforementioned registered office.

Hereinafter referred to as « **The Customer** »

On the other hand,

It has been agreed as follows:

CLAUSE 1: SCOPE OF APPLICATION

The present general conditions, accepted by the parties at the time of signing the contract, govern relations between Apave Ivory Coast and the Customer.

The customer's signature of the contract when placing the order (Certification offer) implies unreserved acceptance of these terms and conditions.

Rating: Apave Ivory Coast issues BRCGS Start, BRCGS Food Safety issue 9 for the agri-food sector, and **BRCGS Packaging Materials issue 7** for the food packaging sector and others as a certification body.

CLAUSE 2: PURPOSE OF THE CONTRACT

The customer asks Apave Ivory Coast to assess its organization against the requirements of the standard in question, with a view to issuing one or more certificates based on one or

more standards and the right to use the related mark(s).

The choice of the standard(s) and their version(s) are included in the offer accepted by the Customer. Apave Ivory Coast provides the means to carry out this assessment/audit.

CLAUSE 3: DURATION OF SERVICES

The present contract comes into force on the date of signature by both parties and remains valid until the end of validity of the certificate(s) or until denunciation, amendment or non-compliance with one of the clauses by one of the parties (Cf. clause 15).

CLAUSE 4: CUSTOMER OBLIGATIONS

The customer agrees to comply with all normal and necessary requirements for the issuance and maintenance of certification throughout the term of the contract. These requirements include, but are not limited to, all applicable laws, rules, regulations, recommendations, codes, and similar regulations issued by any legal body or other competent authority. The customer also agrees to comply with all normal requirements of Apave Ivory Coast necessary for the issuance and maintenance of certification.

Acceptance of these general terms and conditions of sale also implies that the customer has read, accepts and agrees to follow the audit/assessment procedures for the duration of the contract.

The customer warrants the completeness and accuracy of all documents and information provided to Apave Ivory Coast in connection with its interventions.

The customer undertakes to comply expressly with the rules laid down by Apave Ivory Coast concerning the use of certificates, marks and logos.

To this end, the certified customer acknowledges having read, understood, and commits to strictly comply with the "[BRCGS Brand Guidelines for Certificated Sites](#)" (November 2021 version or the latest version in force), available on the official BRCGS website (www.brcgs.com). The customer undertakes to use BRCGS conformity marks in full compliance with the guidelines specified in this document and acknowledges that non-compliance with these rules may lead to corrective actions, suspension or withdrawal of certification, and/or legal proceedings in the event of abusive or misleading use.

The customer undertakes to hold public liability insurance.

The customer undertakes to inform Apave Ivory Coast of any change in the company's performance that may affect its compliance with this standard.

This certification contract also commits the customer to the following points:

a) meet certification requirements on an ongoing basis, including the implementation of

appropriate changes as communicated by the certification body

- b) if certification applies to mass production, ensure that the certified product continues to meet product requirements
- c) take all necessary steps to :
 - the conduct of assessment and monitoring (where applicable), including the provision of items for review such as: documentation and records, access to relevant equipment, sites, areas, customer personnel and subcontractors ;
 - claims handling ;
 - the participation of observers ;
- d) make certification statements consistent with the scope of certification ;
- e) not to use the certification of its products in a way that may harm the certification body, nor to make any statement about the certification of its products that the certification body may consider misleading or unauthorized ;
- f) in the event of suspension, withdrawal or expiry of certification, cease to use all the means of communication referred to therein and fulfill all the requirements set out in the certification scheme ;
- g) if the customer provides copies of certification documents to others, he must reproduce them in their entirety or as specified by the certification scheme ;
- h) when referring to the certification of its products in communication media such as documents, brochures or advertising, comply with the requirements of the certification body and/or the specifications of the certification scheme ;
- i) comply with all requirements that may be prescribed in the product certification scheme relating to the use of marks of conformity and product information
- j) keep a record of all complaints of which it is aware concerning compliance with certification requirements and make these records available to the certification body on request ;
 - and take any appropriate action in relation to these complaints and any imperfections found in the products which have consequences for their compliance with certification requirements;
 - document actions taken ;
- k) inform the certification body without delay of any changes that may affect its ability to comply with certification requirements.

CLAUSE 5: LIABILITY

Apave's total cumulative financial liability is strictly limited to compensation for direct

material damage suffered by the client, up to the amount of the contract excluding taxes. In any event, indirect/material consequential/non-consequential damages (in particular loss of profits, loss of image) suffered by the client or any third party are expressly excluded. Apave cannot be held liable in any way whatsoever, either jointly or *in solidum*, for faults committed by other parties.

Beyond the limits and exclusions provided for in the preceding paragraph, the client waives all recourse against Apave and its insurers and must obtain the same waivers from its own insurers. The client shall indemnify and hold Apave and its insurers harmless from any recourse should it fail to obtain the said waivers.

CLAUSE 6: INSURANCE

Apave has taken out an insurance policy covering its civil liability. A certificate can be sent to the client on request.

The client must insure itself against the risks it may incur for Apave's personnel. At Apave's request, the client must produce a certificate issued by a solvent insurer confirming that it is covered for the financial consequences of damage caused to Apave and its employees for which it is liable.

CLAUSE 7 : COMPENSATION

The Customer shall indemnify and hold Apave Ivory Coast harmless from and against any and all claims, lawsuits, claims, and expenses of any nature arising from the misuse of the Certificate.

CLAUSE 8 : OBLIGATIONS OF APAVE IVORY COAST

Apave Ivory Coast undertakes to inform the customer, its committee, and its auditors of any changes in its requirements system and operations that may have an impact on the certification system or appeal process.

Clause 8.1: Audit

Apave Ivory Coast undertakes to use qualified auditors and to implement the appropriate means to assess the requirements adopted by the customer, who must comply with them according to the conditions he has accepted. Apave Ivory Coast will notify the customer of the audit conditions.

The customer has the right to obtain information on the auditor's professional background and auditing skills. Apave Ivory Coast undertakes to provide any useful information on these matters.

The customer may object to the auditor within eight days of receiving confirmation of the appointment, except in the case of audits with very short notice, which may be carried out in accordance with the Audit Guide available for free consultation on the Apave Ivory Coast website.

Clause 8.2 : Certification, Re-certification or Extension of Certification :

At the end of the above audit, and if the customer has fully met Apave Ivory Coast 's requirements, compliance with the applicable standard(s) shall be confirmed to the customer by the issue of a certificate within thirty days of the certification committee's positive decision.

Clause 8.3: Appeals

If the customer contests a decision made by Apave Ivory Coast, he may contact the Quality Manager to find out how to apply the appeal procedure and make use of it within 30 days.

If the disagreement persists, the customer may appeal to the Impartiality Committee.

Clause 8.4: Requirements specific to the BRCGS

Certification under the BRCGS scheme depends on the following points:

A copy of the audit report and any subsequent certificates or audit results must be sent to BRCGS and may be sent to Apave Ivory Coast in the agreed format.

As a GFSI-recognized standard, the records can be viewed in conjunction with any GFSI compliance audit.

Other documents relating to the audit must be made available to the BRCGS on request.

All documents sent to the BRCGS must be copies of the original documents.

All documents submitted will be treated in the strictest confidence.

Where agreements are in place, the BRCGS can make audit reports and certificates available to site customers or authorities for recognition.

The site may stop sharing this information at any time by accessing the BRCGS Directory.

The auditor(s) may be accompanied by other people for training, assessment or calibration purposes.

This activity may include :

- training of new auditors by the certification body
- routine observational audit programs
- witness audits carried out by accreditation bodies
- witness audits carried out by the BRCGS.

The BRCGS reserves the right to conduct its own audit or to visit a certified site in person in response to complaints or as part of routine compliance activity, to ensure the integrity of the scheme. Such visits may be announced or unannounced.

The BRCGS may contact the site directly regarding its certification status to obtain information on Apave Ivory Coast's performance, or as part of an investigation following

reported problems.

In the event of a technical failure during the remote audit, Apave Ivory Coast and the site may set a new date, within the 28 calendar days allowed. If the technical problem is attributable to the site, the latter may have to pay a fee for the lost audit day.

CLAUSE 9: SUBCONTRACTING

In general, Apave will carry out the work entrusted to it itself. However, it reserves the right to subcontract all or part of the work under its own responsibility, insofar as this is not prohibited by regulations. In this case, the client accepts that Apave may disclose to its subcontractor the information necessary for the performance of the service.

CLAUSE 10: CONFIDENTIALITY

All information exchanged between Apave and the customer, in particular know-how, sketches, photographs, plans, drawings, documentation, ideas, concepts, reports, manuals, business and commercial secrets, financial information, source codes, software, computer data, trademarks, logos, whether written or oral, is confidential ("Confidential Information").

Apave and the client guarantee that the Confidential Information will only be used for the purposes of carrying out the service or its consequences. The parties undertake :

- a) to protect it and keep it strictly confidential,
- b) not to copy, reproduce, or duplicate it, in whole or in part,
- c) to disclose them internally only to those members of their staff who have a need to know by informing them of their confidential nature and the obligations attached thereto.

In this respect, each party shall ensure that these obligations are accepted and applied by its personnel.

Notwithstanding the foregoing, the party receiving or obtaining Confidential Information shall have no obligation of confidentiality and shall not be subject to any restriction with respect to any information that it can demonstrate :

- (a) is already publicly known prior to or subsequent to its disclosure by the other party through no fault of the party receiving or obtaining the Confidential Information; or
- b) that it was received from a third party lawfully, without restriction or breach of any obligation of confidentiality; or
- c) it was independently developed or acquired by the receiving party without use of or reference to the Confidential Information received from the disclosing party; or
- d) that the disclosure or use, other than as permitted herein, was authorized in writing by

the party who disclosed or permitted the disclosure of such information; or

e) the disclosure or use results from an obligation under applicable law or regulations, accreditation requirements or any binding judgment, order or requirement of a court or other competent authority.

No document, including reports, relating to the service provided may be distributed to third parties without the prior written authorisation of Apave's management, except in accordance with administrative, legal or regulatory obligations or any requisition from administrative or judicial authorities or an accreditation body.

However, unless the client expressly objects, the client agrees to appear on Apave's reference lists and Apave undertakes to respect the client's brand image and communication policy. In this context and for commercial reference purposes only, Apave may disclose the name of the client, the country in which the services are provided and a brief description of these services, as well as a price range.

Non-public Information remains confidential after completion or termination of the contract.

CLAUSE 11: INTELLECTUAL AND INDUSTRIAL PROPERTY

Apave is the owner of all reports, letters, e-mails, databases, writings, materials, and any other document produced by Apave in the performance of its services, regardless of the medium used.

These general conditions do not imply any transfer of intellectual and/or industrial property rights between Apave and the client. The intellectual property rights contained in any Deliverable prepared by Apave and delivered to the client remain the property of Apave (copyright, logo, mark, patents, etc.). The client is granted a right of use for :

- its internal needs,
- ensure the compliance of its installations, equipment, or the object of the service, and
- certify compliance with the regulations in force.

The client shall refrain from marketing, directly or indirectly and in any way whatsoever, the Deliverables submitted as well as the know-how of Apave, its subcontractors, partners, and suppliers, of which the client may have become aware during the service. The customer agrees not to use the Deliverables for external training purposes.

Without prejudice to the provisions of this article, for any request to use the Deliverables for other purposes, the client must obtain the written agreement of Apave's top management.

Any use of the APAVE brand or logo or any other brand or logo belonging to the APAVE group is prohibited without the express prior written agreement of Apave's top management.

CLAUSE 12: COMMUNICATION OF AUDIT REPORT AND CERTIFICATE(S)

The customer is authorized to use, under his sole responsibility and in their entirety, any audit report and certificate drawn up by Apave Ivory Coast as part of the certification procedure.

The customer authorizes Apave Ivory Coast to communicate all the information appearing on the certificate(s) and to mention it in its list of certified companies.

CLAUSE 13: FEES

The Certification proposal and/or the contract drawn up on the basis of the offer clearly indicate the amount of fees due to Apave Ivory Coast for the services provided.

Apave Ivory Coast reserves the right to modify its fees if the information provided by the customer proves to be erroneous or modified.

Additional services and audits will be carried out with the customer's agreement.

Fees do not include transportation, accommodation, catering, or translation costs, which are the responsibility of the customer.

The customer is entitled to request details of the costs incurred by Apave Ivory Coast in providing the service

Registration fees will be invoiced on receipt of the contract validated by the customer.

Certificates will only be issued upon receipt of full payment by Apave Ivory Coast.

Irrespective of any sanctions relating to certification, the Customer shall remit to Apave Ivory Coast any interest charges on overdue amounts that have been correctly invoiced.

Invoices are considered overdue if they have not been paid within thirty days of receipt by the customer. The customer shall also pay Apave Ivory Coast the costs incurred for the collection of overdue invoices.

CLAUSE 14: SUSPENSION

A decision to suspend the customer's certificate(s) may be taken in the following cases:

- at its request, particularly in the event of reorganization temporarily preventing compliance with the standard(s) from being maintained,
- at the initiative of Apave Ivory Coast due to deviations from the standard(s) or in the event of a succession of audit postponements calling into question the application of compliance with the requirements of the said standard(s).

Apave Ivory Coast communicates on its list of certified clients, specifying which clients

are suspended and until what date.

Upon notification by Apave Ivory Coast of the suspension of its certificate(s), the customer undertakes not to produce any commercial and/or technical documents in which its certification is mentioned, nor to refer to it in any way whatsoever.

The end of the suspension of the certificate(s) requires Apave Ivory Coast to carry out a full audit against the requirements of the standard.

Suspension of the certificate(s) does not extend the period of validity of the certificate(s).

CLAUSE 15: TERMINATION

In the event that either party fails to perform one of its essential obligations, the other party has the right to terminate the current contract, without compensation, within a period of one month after sending a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful, without prejudice to any damages to which the party may be entitled. Apave will invoice the services provided.

CLEAUS 16: PERSONAL DATA

The term "Applicable Data Protection Laws" means: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; where applicable, local laws that may apply to the Personal Data processed under the Contract. For the full understanding of the following stipulations, the terms shall have the meanings defined in the "Applicable Data Protection Laws". The Parties undertake to comply with the applicable Data Protection Laws. The parties acknowledge that, with regard to the data processing carried out under the Contract, the Client and Apave are separate Data Processors. The client must ensure that the data transmitted to Apave is strictly necessary for the performance of the services and that the persons concerned are duly informed. Personal data provided to Apave is processed for the purposes of monitoring the commercial relationship, managing and carrying out services, commercial actions and in accordance with the data protection policy available on the website www.apave.com. The client acknowledges and accepts that Apave reserves the right to unilaterally update its policy as required. These various processing operations are carried out to meet contractual obligations and in the legitimate interests of Apave. The categories of data processed are as follows: identification, contact details and professional information, financial data relating to invoicing. They are kept for the legal period applicable and/or necessary and are intended for staff duly authorised to use them to carry out assignments. Apave shall only be held liable for direct damage caused to an individual concerned by personal data if it has not complied with the obligations specifically incumbent on it in its capacity as data controller. If the personal data breach is the result of a breach by both parties, each shall bear, in proportion to their respective responsibility for

such breach, any penalties, indemnities or damages arising from such breach. Due to the global nature of its activities, Apave will transfer or make available, for the purposes listed above, personal data to other entities of the Apave Group or to other recipients who are located in member countries of the European Union and/or located outside the European Economic Area. Any transfer or processing of personal data will be carried out in accordance with the requirements of applicable Data Protection Laws. The customer (i.e. individuals who are members of the customer's staff or management, or contact persons within the customer whose data is processed) has certain rights under the applicable Data Protection Laws which may be subject to limitations and/or restrictions. Customers wishing to exercise any of these rights should make their request to the following e-mail address: dpo@apave.com. The customer undertakes to inform its members of staff or management, or contact persons vis-à-vis Apave whose data is processed, of the manner in which these persons may exercise their rights under this article.

CLAUSE 17: FORCE MAJEURE

"Force Majeure" means the occurrence of an event or circumstance which prevents or hinders a party from performing one or more of its contractual obligations, if and to the extent that that party proves:

- a) the impediment is beyond its reasonable control ;
- b) it could not reasonably have been foreseen at the time the contract was entered into; and
- c) the effects of the impediment could not reasonably have been avoided or overcome by the party concerned.

In the absence of proof to the contrary, the following events affecting a party are presumed to fulfil conditions (a) and (b) of the preceding paragraph:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation ;
- b) civil war, riot, rebellion and revolution, military putsch or usurpation, insurrection, act of terrorism, sabotage or piracy;
- c) monetary and commercial restrictions, embargoes, sanctions ;
- d) acts of public authority, legal or illegal, compliance with any law or government order, expropriation, seizure of works, requisition, nationalisation;
- e) plague, epidemic, natural disaster or extreme natural event;
- f) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunications, information or energy systems;

g) general labour disruption such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

A party who successfully invokes this clause shall be released from its duty to perform its obligations under the Contract Documents and from any liability for damages or any other contractual remedy for breach of the Contract Documents, from the time when the impediment causes the inability to perform, provided that notice is given without delay. If notice is not given without delay, the waiver shall take effect from the time when it reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall only apply for as long as the impediment invoked hinders performance by the party concerned. Where the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to expect from the contract, each party has the right to terminate the contract by giving reasonable notice to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

CLAUSE 18: ETHICS AND SUSTAINABLE DEVELOPMENT

Apave is committed to an ethical approach defined in its Codes and reference documents, which can be consulted on its website <https://www.apave.com/a-propos/ethique-et-qualite>. The client acknowledges having read these documents and agrees to abide by them.

CLAUSE 19: JURISDICTION

These terms and conditions are governed by Ivorian law.

The Parties agree that any dispute arising from the interpretation or performance of these general terms and conditions shall be subject to a prior amicable procedure.

Failing this, the dispute will be subject to the exclusive jurisdiction of the courts in whose jurisdiction Apave Côte d'Ivoire is located.

Signed in Abidjan on ... /... /20...

Customer city, on ... /... /20...

APAVE IVORY COAST

The Customer