

General Commercial Conditions (annex to the contract)
KIWA BCS OKO GARANTIE S DE RL DE CV

Article 1. SCOPE OF APPLICATION:

All services will be accepted and executed in accordance with the contract and conditions set forth below. With the granting of the service, THE CLIENT obligatorily accepts the prescribed conditions. Other conditions are valid only if accepted by KIWA BCS in written form. In case of verbal or telephone agreements, risk granted by the customer. Explanations, confirmations or verbal acceptances by KIWA BCS personnel or assistants require written acceptance by management for validity.

Article 2. PROVISION OF SERVICES:

The stipulation of the requested services depends on the offer submitted by KIWA BCS and accepted by the interested party and is subject to the version of the applicable scheme, its complementary provisions, and the catalog of measures of KIWA BCS. Changes to the agreed services must be in writing. The deadlines for the execution of the service have no guarantee, if it is not agree in writing.

Once the offer is accepted and done an advance deposit, cancellations and refunds are not accepted.

Any service paid in advance must be executed within one year not exceeding period, otherwise the procedure will be canceled and the request will be discarded without liability for KIWA BCS.

Article 3. KIWA BCS RIGHTS AND OBLIGATIONS:

a) KIWA BCS reserves the right to fail the audit due to special circumstances such as deliberate illegal activities, physical acts/threats to an auditor, attempted bribery, falsification of records, etc. or the finding of serious food safety problems during the audit.

b) For the Primus GFS scheme, any organization certified by KIWA BCS must immediately inform about the existence of any legal process related to food safety, the existence of regulatory non-conformities or any product recall that is related to food safety or any other situation that discredits the Scheme, as well as Primus GFS (contact: PrimusGFS@azzule.com)

c) If KIWA BCS has any reason to believe that there could be compliance issues in relation to certification requirements, a reevaluation will be perform to verify conformity with the owner's regulatory documents schema. Examples of compliance issues may include potential critical Nonconformities related to changes in regulatory documents between version changes, complaints against the certified organization, etc. Reevaluation may include a second on-site visit to verify that the organization complies with the criteria set by the scheme owner.

d) If KIWA BCS has selected you to participate in the surveillance program (program designed to verify the systematic efficiency of the implemented scheme), THE CLIENT will contribute by giving access to the plots, facilities, as well as to the relevant documentation of purchases, records, flow diagrams operation and sales, to the relevant supporting documents. You will have 48 hours' notice in advance of this selection.

e) KIWA BCS has the right to determine whether a further visit to the audited organization is necessary to verify corrective actions for any nonconformity found.

f) KIWA BCS undertakes to comply with the services and costs offered, and to deliver supporting documents (certification, certificate) when the operator complies with the scheme and with the general regulations, THE CLIENT can complaint in case of not receiving the expected service.

g) KIWA BCS reserves the right to consider all information provided by the organization as evidence of corrective actions to address other audit questions in addition to the one being review. KIWA BCS reserves the right to consider all information provided by the organization as evidence of corrective actions to change other audit questions in addition to that being review.

h) KIWA BCS reserves the right to ponder all information collected during the certification process to make the decision as to whether to grant certification for a specific operation or for an entire organization.

Article 4. CLIENT RIGHTS AND OBLIGATIONS:

a) Pay for the services provided by KIWA BCS, under this contract and the accepted offer of services.

b) Do not obstruct or delay the control program established by KIWA BCS.

c) Assume all expenses that may have arisen from inspections and activities carried out by KIWA BCS, when it decides to terminate or suspend the services contracted by this contract.

d) THE CLIENT must always comply with the certification requirements, including but not limited to the implementation of appropriate changes when communicated by the certification body.

e) If certification applies to ongoing production, the certified product must continue to meet the product's requirements.

f) THE CLIENT takes the necessary measures to:

1. Conduct evaluation and surveillance (if required), including arrangements for examining documentation and records, and have access to THE CLIENT's equipment, locations, areas, personnel and subcontractors that are relevant;

2. Investigate complaints;

3. Observers participation, if applicable;

g) Make statements about the certification granted by KIWA BCS consistent with the scope certification.

h) Do not use product certification in a way that causes a bad reputation for the certification body, and do not make any statements related to product certification that the certification body may consider misleading or unauthorized.

i) In case of suspension, withdrawal or cancellation of the contract, immediately cease using in all advertising material reference to the certification of KIWA BCS, and take require actions, as example, to return certification documents and any other measures needed.

j) If THE CLIENT, supplies copies of the certification documents to others, the documents must be reproduce in their entirety or as specified in the certification scheme.

k) When referring to its product certification in media such as documents, brochures or advertising, THE CLIENT must comply with the requirements of the certification body or those specified by the certification scheme.

l) Comply with all requirements that stipulated by the national distinctive in relation to the use of conformity marks and product-related information.

m) Keep a record of all known complaints regarding compliance with certification requirements and make such records available to KIWA BCS, upon request, in addition to:

1. Take appropriate action with respect to such complaints and deficiencies found in products that affect conformity with certification requirements;

2. document actions performed;

n) Inform KIWA BCS, immediately, about changes that may affect your ability to meet certification requirements.

o) Keep records of the origin, nature and quantities of products and inputs introduced into the production unit, the nature, quantities and recipients of the products marketed. They must be updated and available at the time of inspection.

p) Give full access to the Certification Body and the Competent Authority to plots, facilities, as well as to the relevant documentation of purchases and sales, relevant supporting documents.

q) The Certification Body must undertake to comply with the services and costs offered, and to deliver the supporting documents (certification, certificate) when the operator complies with the regulations and with the contractual administrative aspects, the operator may plea to the complaint or file claim to the Competent National Authority.

r) THE CLIENT may reject inspectors for bias or proven conflict of interest and may contradict decisions according to established procedure in this contract.

s) Comply with the provisions of the Organic Production Law, Guidelines for the Organic Operation of Agricultural Activities, regulations of the organic products law and other relevant documents in case of the requesting scheme.

Article 5. EXECUTION OF SERVICE:

The PARTIES shall agree in advance on the date and time for the inspection visits to performed by Kiwa BCS, in order to execute the respective control program. Such visits may only be cancel by THE CLIENT for justified reasons and accepted by Kiwa BCS in writing. The execution of unannounced supervision is an integral part of the control program done by Kiwa BCS. The provision of services shall be subject to:

- a) Offer presented by Kiwa BCS and accepted by THE CLIENT;
- b) Current version of the applicable regulations and NOM-251-SSA1-2009.
- c) Procedures required and accepted by THE CLIENT through the Offer of services and the Catalog of Measures of Kiwa BCS. Changes to agreed services must be made in writing;
- d) Sampling and analysis execution, according to the following process:
 - Kiwa BCS will perform, through its representatives, the taking of samples and the execution of laboratory analyses, whenever circumstances so require.
 - The CLIENT authorizes Kiwa BCS to send samples for their respective analysis to the laboratories that have ISO 17025 accreditation and with which Kiwa BCS has external service contracts.
 - If not otherwise stipulated in writing, samples will remain for analysis in the laboratory contracted by Kiwa BCS for up to 3 months, as long as their condition allows it. After this period, the samples will be destroy. If the CONTRACTOR wishes the samples return, the costs that this implies bear expenses by the CONTRACTOR.
 - The costs of the analysis bear expenses by the CONTRACTOR.

Article 6. - TERMS:

The term of this contract will be of (12) twelve months. Starting from the date of its subscription, both parties are liable to comply their contractual relationship for the established term. Once this contract concluded its validity, there may be automatic extension for an equal period of time, prior written consent of both parties, updating rates and costs that KIWA BCS, establish in the offer issued to THE CLIENT. Nevertheless, the foregoing, either party may request its termination by giving six months' prior written notice; in the event that THE CLIENT needs to have KIWA BCS services again, the conclusion of a new contract will be required.

Article 7. PRICES AND PAYMENT TERMS:

The rates in our price table (B-ES_09-030) are valid. Inspection services and other activities not specifically mentioned in the service description, such as unannounced inspections and urgent controls, sampling, analysis or checks for doubts clarification related to compliance with regulations - are charge to a separate invoice. It is understandable that prices do not include taxes of law.

1. Prior to inspection, an initial advance payment of 50% (fifty percent) of the total cost is require; it must be a copy of the voucher send to the email: pagosmexico@kiwa.com.
2. To receive a digital copy and the original digital document, the remaining amount of 50% (fifty percent) must be paid.
3. Unless otherwise agreed, invoices will be cancel once submitted at net worth.
4. It is valid the payment claim for services performed with the inspection report. THE CLIENT payment obligation exists regardless of any agreed deadlines for objections.
5. Certificates will be award after full payment.
6. Deposits must be made by bank transaction according to the following information:

PESO ACCOUNT:

NAME: KIWA BCS OKO GARANTIE S. DE R.L. DE C.V.

BANK: BBVA

ACCOUNT: 0074 1754 36 0113360237

BANK IDENTIFIER CODE: 012320001133602372

DOLLAR ACCOUNT:

NAME: KIWA BCS OKO GARANTIE S. DE R.L. DE C.V.

BANK: BBVA

ACCOUNT: 0074 1754 32 0113360652

BANK IDENTIFIER CODE: 012320001133606527

Article 8. FORCE MAJEURE OR FORTUITOUS EVENT:

Neither PARTY will be responsible for the breach of this Contract terms when it is due to reasons of Force Majeure or Fortuitous Event, duly justified by the party that alleges them, and accepted by the other. Either PARTY shall notify the other of the prevailing conditions, as well as the dates of commencement and termination thereof.

The communication of force majeure or fortuitous event must be presented within a time not exceeding thirty (30) calendar days of the occurrence of the incident and while the Contract is in force, and will be accepted or not by those who sign this contract. Clarifying that in case no notification mediated within the indicated period, the fact of force majeure or fortuitous event will be understood as not having occurred.

Failure to notify the parties shall be understood as a waiver of their right to claim Force Majeure or Fortuitous Event with respect to the event or as an excuse to fail in performance under this Agreement.

Article 9. ADAPTATION CLAUSE:

1. The agreement may be adapted in case of change of the legal basis, by a recommendation or by instruction by the supervisory authority or by the civil liability company.
2. The declaration of adaptation enters into force at the end of the third month after receiving it by THE CLIENT.

Article 10. WARRANTY:

1. KIWA BCS is responsible for the recognized and proven deficiency in the services provided through the repetition of the corresponding deficient services and will cover the claims of compensation for damages of THE CLIENT up to twice the agreed fees rate.
2. KIWA BCS is not responsible for damages caused by alterations and changes in the company and the products, especially for reasons of force majeure, or for events caused without its own fault, or for changes or provisions of the authorities.

Article 11. PROTECTION OF WORK RESULTS:

THE CUSTOMER agrees to use inspections, inspection results and information only for their intended uses. The reproduction or publication of certificates, inspection results, information and other usage for propaganda purposes - must have prior written approval of KIWA BCS.

Article 12. OBLIGATION OF CONFIDENTIALITY:

1. KIWA BCS is responsible for delivering and making available all results related to the certification process only to the contracting party and the National Control Authority and / or as appropriate, and not to disclose or give it to third parties without their prior authorization. KIWA BCS is also responsible for all the information provided by THE CLIENT confidentially, related to the control activity and withhold secrecy by its collaborators and assistants through a mandatory contract.
2. Information obtained from different sources other than the operator relating to the customer (from a complaint or Authorities) will also be treated as confidential information.
3. By signing this contract, THE CLIENT accepts the certification validity publication issued by KIWA BCS.
4. KIWA BCS is committed for safeguarding personal data in accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties, in accordance with the provisions of the privacy notice published at: <https://www.kiwa.com/lat/es/acerca-de-kiwa/acreditaciones-y-notificaciones/>

Article 13. CORRECTION OF DEFICIENCIES:

THE CLIENT is responsible for receiving and reviewing in detail the final report of KIWA BCS. THE CLIENT must submit any objection to inspection reports in writing no later than ten (10) days after submission. The claims for correction errors in reports expire six months after receipt day of the inspection report by THE CLIENT. KIWA BCS will correct obvious errors in the inspection report, such as, spelling, calculation or formal errors, immediately, if the entity is informed and the errors accepted as such. In the event of rejection of a report or its parts, KIWA BCS reserves the compensation right for all costs related to the execution of the control.

Article 14. SAMPLING AND ANALYSIS EXECUTION:

1. KIWA BCS will perform, through its representatives, the taking of samples and the execution of the laboratory analysis of its contractors, provided that circumstances so require.
2. THE CLIENT authorizes KIWA BCS to send samples for their respective analysis to the laboratories that have ISO 17025 accreditation and with which KIWA BCS has an external service contract.
3. Unless otherwise stipulated in writing, samples will remain for analysis in the laboratory commissioned by KIWA BCS for up to 3 months, as long as their condition permits. After this period, the samples will be destroy. If the return of the samples needed, the costs that this implies bear expenses by THE CLIENT.

4. The costs of analysis bear expenses by THE CLIENT.

Article 15. SAVINGS CLAUSE:

1. If any of the provisions of these General Commercial Conditions is invalid or expired, this shall not affect the validity of the remaining provisions. The invalidated provisions shall be replaced by new agreements, which should aim to replace as far as possible the conditions of invalidity.
2. The General Commercial Conditions are valid even if the legal personality of one of the parties changes.

Article 16. TERMINATION:

1. - For compliance with the contractual object.
2. - By enforceable judgment declaring the nullity or termination of the Contract.
3. - For compliance with the contractual term.
4. - By agreement of the PARTIES made before the total execution of the Contract.
5. - Due to unexpected circumstances, technical or economic, or causes of force majeure or fortuitous event, or when it is not possible or convenient for the public interest, to execute totally or partially the Contract. The PARTIES may agree on the extinction of all or some of the contractual obligations in the state in which they are, in which case the corresponding liquidation performed.

Unilateral Termination of the Contract

The parties may declare this Contract terminated, early and unilaterally, in the following cases:

- a) Due to bankruptcy of any of the parties or because they are in a state of suspension or cessation of payments, even if the corresponding declaration has not occurred.
- b) By court decision or arbitral ruling.
- c) Dissolution of the legal entity KIWA BCS that does not originate in a voluntary decision of the competent organs of the company.
- d) For breach either by THE CLIENT or KIWA BCS of their contractual obligations, without prejudice to the legal actions that KIWA BCS or THE CLIENT decides to initiate.
- e) Ultimately, the Contract ends by the total fulfillment of the contractual obligations or in advance for reasons attributable to the PARTIES or by mutual agreement.
- f) In absence harm to the foregoing, if the contract ends or suspended during its execution, THE CLIENT must pay and recognize KIWA BCS all expenses incurred until the termination date of the contract or activities suspension.

Article 17. ASSIGNMENT OF RIGHTS:

KIWA BCS may only assign or transfer the rights and obligations of this Contract to a company of the same or similar characteristics of the assignor, in order to ensure THE CLIENT the continuity in the provision of the contracted services.

Article 18. CHANGE FROM ONE CERTIFICATION BODY TO ANOTHER:

1. In the event that THE CLIENT chooses to conclude the contractual relationship with KIWA BCS and initiate it with another certification body, it is necessary to have the request for cancellation of the contract (written and in due time) in which the decision to terminate the contract with KIWA BCS is confirmed.

2. The operator has to provide KIWA BCS with proof proving the contractual relationship with the new certification body.

3. It is the obligation of KIWA BCS to provide technical information available in its files, relating to the operator, to the Certification Body with which the new contractual link is establish, within a maximum non-extendable period of fifteen (15) business days, upon written request of the operator.

Article 19. MISUSE OF THE MARK AND/OR CERTIFICATE:

1. Misuse, incorrect references of the mark or certificate of the scheme apply by the CONTRACTING PARTY or misleading use of licenses, certificates, marks and any other mechanism of a product certification, either on documents or advertising, must be appropriately address by actions that include, corrective actions, certificate suspension, violation publication and legal action if necessary.

2. Use of the BCS logo must be in accordance with the "KIWA BCS SEAL/LOGO (D-ES-01_005_V01).

3. In the case of logo use or trademark of the scheme due to the requested scheme, Kiwa BCS must be inform about the intention to use the logo through official media.

Article 20. INTEGRATION CLAUSE:

This agreement supersedes and supersedes any oral or written communication that has been previously made between the parties in relation to the subject matter hereof. This agreement constitutes the entire agreement between the parties, and no other writing or conversation shall be consider as superseding or forming an integral part of this agreement, unless the parties' agreement is record in writing and dated after its execution.

All the annexes that accompany this contract constitute part of it, so they are mandatory for the parties.

Article 21. SUB-UNITS: Applies in the sub-units, when they are part of this project, which are legally independent of the operator and are performing the relevant processes for the applicable certification, on behalf of the operator in the annex "List of sub units / structure", of the application will be filling by the operator and is part of this contract.

Article 22. APPLICATION:

Kiwa BCS undertakes to provide THE CLIENT with all the services that are necessary to comply with the object of this contract, as well as to execute the procedures duly accepted by THE CLIENT in the Offer of services that is part of this contract. The scope of all the services provided by Kiwa BCS in favor of THE CLIENT are describe in the Service Offer, Document that constitutes ANNEX 1 of this Contract.

Article 23. NOTICES:

Any notice between the parties must be send to the following address:

KIWA BCS OKO GARANTIE S. DE R.L. DE C.V.

Av. Moctezuma No. 3515, Esq. López Mateos, Piso 2, Interior 3,4, D, Col. Ciudad del Sol,

C.P. 45050, Zapopan, Jalisco, Mexico

Phone: 33364045971 3324720836.

Email: dl_lat.mexico@kiwa.com

Article 24. LAW:



Parties expressly agree that any breach obligations contracted herein and those arising or inherent to the Jalisco State Civil Code, shall be grounds of contract termination. It will generate payment damages for breach causes to the counterparty fulfilled.

Contract interpretation and fulfillment of it and current General Commercial Conditions, the parties submit to the jurisdiction and competence of Jalisco Courts, as well as to the provisions contained in the Civil Code in force for Jalisco State, expressly waiving the jurisdiction that may correspond to them due to their current or future domicile.

Article 25. DOCUMENTS THAT ARE PART OF THE CONTRACT:

- a) Service offer (For the audit/inspection and certification requested).
- b) General Commercial Conditions
- c) Price Table
- d) Annexes, to prove the legal personality of the parties