



CONTRACT OF CERTIFICATION		Doc No. : CON-7.2.1
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7.2 ADITI-Clients Contracts

This contract is signed between ADITI as Certification Body and clients, who request certification. The "client" is normally defined as the entity, whose name is written on the certificate ("Certificate Holder"). In case of organic certification: If the certificate holder subcontracts other units (e.g. farms, factories, warehouses) for production according to the respective organic standard, a subcontract must be signed. ADITI provides contract templates for this purpose

Between (Certification Body):

And (Client):

ADITI Organic Certifications Pvt. Ltd. No. 38 , 1st Floor , 20th main Road Rajaji Nagar 1st Block Bengaluru -560 010 Karnataka State, India	
<input checked="" type="checkbox"/> NPOP, Government of India <input type="checkbox"/> EU Regulations <input type="checkbox"/> National Organic Standard (NOP, USDA) <input type="checkbox"/> Canadian Organic Standards / COR <input type="checkbox"/> C.A.F.E Practices <input type="checkbox"/> Bio Suisse <input type="checkbox"/> Aditi Private Std. <input type="checkbox"/> FairTSA	Processing Unit
Contents of the Contract The client commissions ADITI Organic Certifications Pvt. Ltd. (hereafter known as ADITI) to conduct the inspection in accordance with the standard(s) selected in Section 1. Most standards require yearly inspections. In addition, unannounced or more detailed inspections shall be carried out at irregular intervals or in response to concerns regarding possible violations of the respective standards What is called "inspection" in the present contract, shall be read as "verification" in the context of C.A.F.E. Practices. As established by the latter standard, ADITI will only perform the on-site verification, and will not issue a certificate in this case.	
The client is obliged: To allow information disclosure by former certification bodies if the operation had previously been certified. To always comply with the requirements of the respective standard(s) as indicated under Section 1. To assist with inspection procedures. In particular, the client shall provide appropriate information and grant authorized ADITI inspectors access to the fields, storage facilities, processing plants, and to all relevant documents. The client's employees may be interviewed at any time by the inspection personnel. The client consents to samples being taken by ADITI or by a third party subcontracted by ADITI. To inform ADITI immediately of any planned changes to the production system that could affect product conformity to the relevant standard(s) (e.g. change of fields, production units, recipes) and not market the product under the respective label before receiving ADITI's approval. To notify ADITI immediately of any application of prohibited substances in any part of the operation, including pesticide drift and other contamination. Not to switch in and out of organic certification system. To use the certification and ADITI logo (e.g. in advertising or information material) exclusively for the purpose of affirming that the thus labelled products conform to the relevant standard(s) and for the activities mentioned on the certificate, avoiding misleading use of the certification. To not use the product certification in any way that would discredit ADITI. To cease immediately all use of the certification in advertising or labelling upon suspension, cancellation, or withdrawal of the certification, and to return all certificates to ADITI when requested. To inform buyers in writing about products that do not comply with the requirements of the standards and ensure that any indication of conformity to the standard is removed from products not being any longer in compliance. To record and disclose any complaints made by third parties relating to conformity of the products to the relevant standards. Records must be kept of the respective corrective actions (not compulsory for NOP!). To reveal beforehand to us the identity of any other company for which it intends to manufacture products under license, and thus as a result can use the certifier's mark (name and logo) on the label of the products that it intends to market under its own brand name even though it does not hold a compliance certificate for those products.	
ADITI is obliged: To carry out the inspection in a timely manner (normally within one month after having received the application and the prepayment). To inform the client in a timely manner (normally not longer than one month) about the results of the inspection, i.e. either send the client the certificate or inform the client about the requirements that have yet to be fulfilled before the certificate can be issued. This time frame begins with the submission of all necessary information and documents as well as the payment of the final invoice by the client. To inform the client in a timely manner about all relevant modifications of standards or of ADITI's procedures and policies.	



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To react immediately and adequately on any complaint by the client, according to the procedures established by the respective standard and/or by the ADITI quality manual.

Aditi will send no more than 3 reminders on renewing the operator's scope certificate and if Aditi does not receive a reply then Aditi will be terminating the operator's contract there on.

Fees

The offer presented by ADITI and accepted by the client is part of this contract.

The offer is valid for a period of at least one year. If applicable, ADITI will inform the client of any fee increases at least one month before the expiration of the contract. The contracting parties will come to a consensus on changes of the fees.

ADITI will charge 2% interest, if any delays in making payments (Grace period – 15 days from date of invoice)

After the operator makes the payment for certification post signing the contract and a later stage decides to withdraw their application for certification of their own accord, Aditi will not be able to make any reimbursement of the fee spent by the operator on certification.

Sanctions

The relevant Sanction Catalogue(s) is/are part of this contract. In the event of deviations, or violations to the standard(s), ADITI is entitled to impose the indicated sanctions, including a cancellation of the certificate.

Length of service

The contract will be concluded for an indefinite period of time.

ADITI is not responsible for delays of service due to acts of God or due to events outside its control, even if target dates had been guaranteed. Such events also authorize ADITI to completely or partially withdraw from the contract, whereby the client does not gain the right to sue for damages for non-performance. If the obstruction lasts longer than 12 weeks, the client is authorized to withdraw from not yet fulfilled portion of this contract after a reasonable extension. Claims for damages are excluded.

Liability

Defects that have been caused by ADITI will be remedied as soon as possible.

If ADITI is not able to do so, the client is authorized, after consultation with ADITI, to reduce the agreed upon fees.

Unless otherwise noted below, further claims by the client are excluded regardless of the legal grounds. ADITI is not liable for any lost profits or other financial losses. ADITI is not liable for any consequential harm caused by errors in the analyses of the laboratories contracted by us.

Obligatory compensation for any other damages caused by ADITI is limited to the indemnification covered by its liability insurance.

ADITI is neither able nor allowed to guarantee a market for the certified products.

ADITI has no liability for product quality.

Right to terminate the contract

Notification of cancellation of the contract can be made by either party and must be made in writing at least three months prior to the end of the year or three months prior to the end of the certification period.

Both parties may terminate the contract immediately in cases of extraordinary circumstances.

For ADITI, extraordinary circumstances justifying termination of the contract include payment that is more than 1 month overdue, or refusal of the client to cooperate during inspections.

For the client, extraordinary circumstances include ADITI not meeting its obligations (Section 4).

Confidentiality obligations

ADITI and its subcontractors are obliged to hold all business information confidential insofar as information is not already publicly known, excluding data that is demanded by the competent state authorities, the accreditation agency, or private standard setting organizations.

Appeals and complaints

The client may file a complaint against the certification decision within one month after receiving the decision. If the client does not file a complaint within this period, the certification decision is considered legally binding effective the date of the decision.

Appeals do not result in postponement of the certification (excluded are appeals that have been directed to the AMS Administrator of the USDA: Please see the document "Brief Info NOP").

Concluding provisions

ADITI will incorporate into the present contract any changes required by the competent state authorities or private standard-setting organizations or by the liability insurance company. The client is to be informed about any changes without delay.

All amendments or additions to the present contract must be made in writing.

This contract is governed by the laws of the Republic of India. The court of jurisdiction is that of the registered domicile of the headquarters of ADITI.

Place, date:

Place, date:

Client's Name and Signature:

ADITI Name and Signature: