

# General Terms of Business

## 01 Scope of Application and Terms

These Terms of Business apply between bio.inspecta Pty Ltd and its Clients. They apply to inspection/certification and work as specified in the Proposal/Registration for Services (the Services).

## 02 Basic Principles

bio.inspecta agrees to provide the Services as specified in the Registration for Services on the terms specified in those Terms. bio.inspecta will use reasonable endeavours to complete the Services by the date specified in the Proposal/Registration for Services. The Services will be performed by the employees or agents that bio.inspecta may choose as appropriate to carry out the Services.

In consideration of the provision of the Services, the Client will pay the Fees as specified in the Proposal/Registration for Services.

Variation(s) to the Registration for Services shall not be effective unless it is in writing and signed by the Client and bio.inspecta Pty Ltd.

The Client hereby declares that they have a copy of the relevant regulations or standards, are familiar with their provisions and will comply with them. The binding version applicable at a given time can be obtained at any time from the relevant authority or organisation. It is the Client's responsibility to keep informed of any changes in the regulations or standards.

## 03 Rights of the Client

Holders of a bio.inspecta certificate may use this certificate for their business purposes for the period of its validity. They are also entitled to use bio.inspecta/q.inspecta's inspection and certification marks in accordance with the provisions of Section 10.

If the Client's Product or Process becomes certified, the Client shall enter into an agreement for the use of the Program Trademarks with the Marine Stewardship Council International (MSCI) and/or the Aquaculture Stewardship Council (ASC).

## 04 Duties of the Client

During the performance of the Services, the Client agrees that they will provide the inspectors/auditors openly and truthfully with information on all internal business matters that are relevant to the assessment of inspection and certification status.

The Client will cooperate with bio.inspecta as required, provide information required and ensure the Client's staff and agents cooperate with and assist bio.inspecta.

The Client shall be aware and allow the accreditation body, ASI's right to publish on their website ASI-CAB witness audit reports.

The Client shall enable bio.inspecta and its representatives to collect samples and conduct tests, as required by the standard.

The Client must notify bio.inspecta immediately of any formal changes such as changes of address, mergers, organisational changes or takeovers.

The Client undertakes:

- to comply with current regulations, with statutory provisions in force, and with the Standards and Instructions that have been declared binding, and to align all his/her operations as well as production, and processing steps with those provisions.
- to continuously maintain all necessary journals and lists on an accurate and truthful basis.
- to keep a record of all complaints made known to the Client relating to compliance with certification requirements and making these records available to the CAB when requested; taking appropriate action with respect to such complaints and any deficiencies

found in products that affect compliance with the requirements for certification, and documenting the actions taken.

- to grant the staff of bio.inspecta, at any time and without restriction, access to places of work and to the accounts and all necessary journals, records and documents, and to allow sampling.
- to grant the same level and scope of access to representatives of government authorities or accreditation bodies that supervise the work of bio.inspecta/q.inspecta.
- to notify, immediately and in writing, any complaints of third parties relating to product conformity.
- to notify, immediately and in writing, any events which could represent a possible infringement of standards.
- to pay for the services provided by bio.inspecta in accordance with the current price (see Section 6).
- to pay the costs of additional work (in accordance with the price list valid at that time), laboratory analysis, legal advice and similar additional expenditure of bio.inspecta, if these costs arise from his/her infringement of the regulations or of his/her obligations under this contract.
- to inform bio.inspecta of any financial liabilities, such as but not limited to taxes and fees, as may be required to be withheld in the jurisdiction or region of the Client.

The Client must designate a responsible contact person for communication with bio.inspecta.

## **05 Rights and Duties of bio.inspecta**

### **05a Confidentiality and data protection**

bio.inspecta must keep the Client's information confidential and not deal with it in any way that might prejudice its confidentiality. The obligations in respect of confidentiality survive termination or expiry of this agreement.

All data acquired by bio.inspecta is classified as a business secret and treated as strictly confidential.

The obligation to maintain confidentiality does not apply in relation to (i) official bodies charged with enforcement, (ii) accredited inspection organisations that are subcontracted to carry out inspection activities, and (iii) label holders under whose label the Client markets the products. The Client authorises bio.inspecta to pass on acquired data in anonymized form for research purposes or market analysis.

For the purpose of simplifying administrative processes and supporting customers' quality assurance, bio.inspecta offers Online Tools as a service. When these Online Tools are used, the Client's address and

certification details can be accessed by customers. Customers are permitted to use the data they have accessed only for quality assurance purposes and to simplify internal business processes. They undertake to use the data in accordance with the Conditions of Use.

The certificates issued are displayed in an online certificate pool and are publicly accessible.

Upon termination, bio.inspecta and the Client agree to keep any confidential information confidential. The Client acknowledges that damages may be an inadequate remedy for a breach of this clause, 5a and that bio.inspecta may obtain injunctive relief against the Client for a breach of this clause. The Client agrees to indemnify bio.inspecta against all liabilities, costs, and expenses that bio.inspecta may incur as a result of a breach of this clause by the Client.

### **05b Release from duty of official secrecy**

The Client releases official bodies which are in possession of information necessary for the inspection and monitoring process from the duty of official secrecy in relation to bio.inspecta.

### **05c Right to information**

bio.inspecta may notify the competent authorities/bodies of infringements of statutory regulations or standards that have been declared applicable or press criminal charges in respect of such infringements.

In order to ensure that possible purchasers are accurately informed, bio.inspecta may in cases of withdrawal of certification, non-certification or label withdrawal pass on and publish the necessary details.

### **05d Inspection/Certification/Sanctions**

bio.inspecta Pty Ltd carries out the inspection services ordered by the Client.

If the statutory regulations and the standards that have been declared applicable are complied with, a certification decision is made and certificates are issued under the accreditation of bio.inspecta/q.inspecta, Frick, Switzerland.

If the standards are not complied with in full, bio.inspecta/q.inspecta can impose sanctions and specify deadlines within which the defects must be remedied. Sanctions are based on the sanctions rules of the applicable standards.

In the event of serious infringements of standards, bio.inspecta/q.inspecta reserve the right in accordance with the existing sanctions rules of the label issuers and regulations to refuse certification and/or impose marketing bans. The certification body decides whether

any appeal against a refusal decision has a postponing effect.

If inspection/certification is not possible for organisational reasons or because inspection requests have been refused, access to places of work has not been granted or documents are missing or incomplete, certification can be refused or delayed until the complete inspection documents are received.

#### **05e Spot checks/analysis**

For quality assurance purposes bio.inspecta can at any time in addition to the regular inspections carry out spot checks and take samples for analysis. In such cases, access to premises, documents and records must be granted to the same extent as for a regular inspection.

#### **05f Liability**

Except in the case of death or personal injury caused by the bio.inspecta's negligence, the liability of bio.inspecta under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise must not exceed the Fees paid by the Client to bio.inspecta under this agreement.

Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

## **06 Prices and Payment**

Client shall pay bio.inspecta Pty Ltd the service fees as described in the Registration for Services within fourteen (14) days of receipt to a bank account nominated by bio.inspecta Pty Ltd.

All Service Fees shall be paid in the currency indicated in the Proposal/Registration for Services. All payments shall be paid in full, without deduction of withholding taxes, Goods and Services Tax (GST), or any other indirect taxes in the Client's country. All prices and charges are tax exclusive unless otherwise stated in the Registration for Services.

The prices are laid down in the current bio.inspecta Pty Ltd pricelists. The pricelists applicable in the coming year will be published regularly on the bio.inspecta website. The pricelists in force form an integral part of these General Terms of Business and can be viewed on the website at any time.

All invoices shall be paid within 14 days of receipt, and late payments will be subject to interest charged at 1.5%

per month (18% per year). In the event of any unforeseen problems or expenses that arise in the course of carrying out the Services, bio.inspecta/q.inspecta shall endeavour to inform the Client; and shall be entitled to charge additional fees to cover the extra time and costs incurred to complete the Services.

## **07 Duration and Termination of the Contract**

Registration for Services gives rise to a contractual relationship for an indefinite period unless specified otherwise in the Registration for Services.

Notice, which takes effect at the end of the year, must be given in writing and submitted by registered post 90 days prior to the certificate anniversary date. The notice must reach bio.inspecta by the notice deadline. Upon termination of the contract, certificates that have been issued cease to be valid unless a formal request for certificate transfer has been made. bio.inspecta issued certificates must be returned.

Certification that is pending when notice is given or at the date of termination of the contract will be completed despite the giving of notice. The Services carried out will be charged in accordance with the current pricelist in force and possible notifications to label issuers or official bodies will be made.

The Client may choose to withdraw its application for services at any time prior to the issuance of a certificate, or a statement of verification or validation. This withdrawal must be submitted by the Client to bio.inspecta in writing. The date of withdrawal shall be deemed to be the date upon which the CAB has received this written request. If the application is withdrawn, the Client shall pay for all services provided up to the date of withdrawal.

The Client may elect to formally withdraw from the MSC Fishery, Chain of Custody and ASC certification cycle. Professional fees associated with future tasks specified in this contract but not yet conducted, will not be invoiced. Any work carried out in accordance with Registration for Services, prior to formal advice of withdrawal, will be charged.

#### **Suspension Termination, and Withdrawal**

Upon suspension, withdrawal, or termination of certification, the Client shall discontinue its use of all advertising matter that contains any reference there to and take action as required by the certification scheme (e.g. the return of certification documents) and take any other required measure.

## 08 Breach of Contract

### 08a Major breach of contract

Major breaches of contract may result in the refusal of services, refusal of the certificate, refusal of inspection and certification marks and/or dissolution of the existing contractual relationship. Major breaches of the contract include, for example, submission of incomplete or inaccurate documents for the purpose of manipulation or malicious intent, non-payment of invoices, failure to notify changes, misuse of the business name bio.inspecta or misuse of the inspection and certification marks.

If continuation of the contractual relationship in good faith cannot be expected, bio.inspecta is entitled to dissolve the relationship without notice. In this event certificates issued will be immediately cancelled/recalled and the dissolution of the contract may be publicized by bio.inspecta/q.inspecta.

### 08b Compensation for breach of contract

In the event of repeated or major breach of contract by Clients, bio.inspecta is entitled to a contractual penalty of AUD 10,000.00. In addition, they are entitled to compensation for any further damage.

### 08c Non-payment of invoices

bio.inspecta's invoices are payable within the stipulated periods. Costs of warnings, debt collection and legal disputes will be charged to the Client. In the event of non-payment of invoices, services may be refused and the contractual relationship may be terminated without notice.

## 09 Appeals

bio.inspecta/q.inspecta have an independent Appeals Service made up of experts. The rules of the Appeals Service form an integral part of the existing contractual relationship.

An appeal against a decision of the certification body can be lodged with the Appeals Service no later than 30 days from the delivery of the decision. If the decision is not collected, it is regarded as delivered upon the expiry of the collection deadline. The appeal, which must be clearly marked as such, must state the grounds for the appeal and propose any available sources of evidence. Appeals should be sent by email to [info@bio-inspecta.ch](mailto:info@bio-inspecta.ch). Receipt of an appeal will be confirmed in writing.

Decisions of the certification body are in principle binding as soon as they are issued. In the case of negative decisions, the certification body may rule that an appeal has a postponing effect. In addition, the President of the

Appeals Service may at the appellant's request grant postponing effect to an appeal. The cost of the appeals procedure will be charged to the appellant in accordance with the current pricelist in force.

## 10 Use of Inspection and Certification Marks

During the validity and within the scope of a certificate that has been awarded, certificate holders are entitled to use the bio.inspecta/q.inspecta inspection and certification marks corresponding to the successfully carried out certification or assessment and label products with the marks or a text variant of them.

Use of the labels by the Client must comply with bio.inspecta's Design Manual. In the event of misuse and after one unsuccessful written warning the Client's right to use the certification marks may be withdrawn. In the event of unauthorized labelling, bio.inspecta reserve the right to enforce the claim to cease using the label through the courts and to assert claims for compensation. The applicable Design Manual forms an integral component of this contractual relationship.

## 11 Compliance with all Laws

Throughout this agreement bio.inspecta must comply at bio.inspecta's own cost and expense with all acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements of any Commonwealth, State and Local Government departments, bodies, and public authorities or other authority. This requirement applies to bio.inspecta or the Services. bio.inspecta must indemnify the Client from and against all actions, costs, charges, claims and demands in respect thereof.

## 12 No Warranties

bio.inspecta provides no warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in this agreement, the Registration for Services or elsewhere.

## 13 No Reliance

Each of the Parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

## **14 Place of Jurisdiction**

This agreement takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in Victoria, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

## **15 Integral Components of the General Terms of Business**

- Design Manual of bio.inspecta
- Current bio.inspecta pricelist
- Rules of the Appeals Service of bio.inspecta/q.inspecta

Valid from January 2023