**CERTIFICATION AGREEMENT**

**认证协议**

No CCYYMMDDXXX-S

**THIS AGREEMENT**, having its effective date the Start Contract Date

**本协议自**（以上日期）起生效

By and between

协议签订双方

**A CERT European Organization for Certification AE, “A CERT S.A.”** (hereinafter called ‘**A CERT**’ or **‘ORGANIZATION’**), residing in the Country of Greece and having a registered office situated at 2 Tilou Str., 54638 Thessaloniki, operating in accordance with: a) ISO/IEC 17065 international standard to certify Organic Products according to “A CERT Organic Standard: Laying down detailed rules for the production of Organic Products in Third Countries”, which is equivalent to European Regulations (EC) 834/2007, 889/2008 & 1235/2008” as amended and currently in force and b) European Commission License according to European Regulation (EC) 1235/2008 registered to certify in Country (YY-BIO-171),

A CERT欧洲认证AE机构，”A CERT SA”(以下简称“A CERT”或“机构”)，位于希腊，注册办公室位于塞萨洛尼卡54638，替洛街2号，符合：a)ISO/IEC 17065国际标准认证有机产品，依照“A CERT 有机标准：第三国有机产品生产的详细规则，与最新(EC) 834/2007, 889/2008 & 1235/2008”，以及b)欧洲委员会许可，依据(EC) 1235/2008认证在Country（YY-BIO-171）

and和

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| --- | --- |
| Operator/ Company Name:  企业名称 | Write the name of the company. |
| Legal representative:  法人 | Name of Legal Representative |
| ID Number:  身份证号 | ID Number legal representative |
| Address:  企业地址 | Operator’s Address |
| City:  市 | City |
| Postal code:  邮编 | Postal Code |
| Country:  国家 | Country |
| VAT Number:  统一社会信用代码 | VAT number |
| Phone Number:  电话 | Company’s Phone number |
| Fax:  传真 | Operator’s Fax number |
| Email:  邮箱 | Operator’s email address |
| Website:  网址 | Website |

1. The following documents form an integral part of the present Certification Agreement, are acknowledged and accepted by the ‘**OPERATOR’** as such, during the validity period of the present agreement:

以下文件构成本认证协议的一部分，由企业确认并接受，在本协议生效的整个期间内：

**A CERT** Organic Standard/A CERT有机标准

**ICS-BIO3C-D1.2** Description of Plant Production Organic System Plan (OSP)/种植调查表

**ICS-BIO3C-D1.8** List of Fields/地块清单

**ICS-BIO3C-D1.3 -** Description & Measures for Processing Operations (OSP)/加工调查表

**ICS-BIO3C-D1.30 –** Product Identification/产品ID

**ICS-BIO3C-D1.16** Certification Regulation for Third Countries/第三国认证规则

**ICS-BIO3C-D1.35** Regulation Trademark Use/标识规则

**Financial Offer** for Organic Certification/认证报价

1. The **OPERATOR** has received all the aforementioned documents, is fully aware of their content and accepts without any reservations the provisions set out in “A CERT Organic Standard” and the supporting documentation. The **OPERATOR** shall always comply with any National Law and Regulations as a prerequisite for being provided with certification services. However, the **ORGANIZATION** has no obligation to check that the specified operator meets requirements other than those included in the scope of Certification, such as legal or regulatory requirements for the products in general and their labelling.

企业已收到上述所有文件，完全了解其内容，并无任何保留地接受“A CERT有机标准”中规定的条款和支持性文件。企业应始终遵守国家法律和法规，作为提供认证服务的先决条件。但是，机构没有义务检查指定的生产是否符合认证范围以外的其他要求，例如一般产品的法律或法规要求及其标签。

1. The **OPERATOR** shall fully comply with the requirements set out in “A CERT Organic Standard” and its amendments thereof. In the event that non-conformities are identified by the **ORGANIZATION**, with respect to the implementation of “A CERT Organic Standard”, the **OPERATOR** is obliged to immediately take action and implement any measures necessary to eliminate the cause of the non-conformity and shall nonetheless accept any sanctions imposed by the **ORGANIZATION** according to the provisions set out in the Catalogue of Sanctions, depending on the severity of the non-conformity. In the event that the **OPERATOR** has reasonable doubt that his/her products which are placed on the market, do not meet the requirements of “A CERT Organic Standard”, he/she is obliged to immediately notify the **ORGANIZATION** about the findings.

企业接受完全符合“A CERT有机标准”及其后续更新的规定要求。如果机构发现不符合项，根据“A CERT有机标准”，企业必须立即采取行动并采取必要措施消除产生不符合的原因，并且仍然根据不合格的严重程度，接受本机构根据制裁目录中规定的任何制裁措施。当企业合理的理由怀疑其上市的产品不满足“A CERT有机标准”时，企业有义务立即告知机构相应的发现。

1. The **OPERATOR** must at all times allow access to the **ORGANIZATION**’s auditors, inspectors, contracted laboratories, certification officers, accreditation personnel, relevant Competent Authorities or Government Bodies to assess any facilities or locations under the **OPERATOR**’s management, and offer all reasonable assistance and resources for purposes related to inspection, certification and investigation of any complaints which may have been raised against the **OPERATOR**.

企业必须允许本机构的审核员、检查员、签约的实验室、认证人员、认可人员、相关主管当局或政府机构，随时进入在企业管理下任何场所或地点，并为检查、认证和投诉调查等为目的活动提供所有合理的协助和资源。

1. The **OPERATOR** hereby acknowledges, consents and accepts that the **ORGANIZATION** shall collect Personal Information to enable the latter to carry out its activities pursuant to this Certification Agreement; all Personal Information obtained or created during the performance of the inspection and certification process or any activities in relation to evaluation are considered proprietary information and will be regarded as confidential;

企业知晓、同意并接受机构收集个人信息以使其能够根据本认证协议履行其职能; 所有在执行检查和认证过程中获得或创建的个人信息或与评估有关的任何活动都被视为专有信息，并将被视为保密。

1. The **OPERATOR** fully accepts that the **ORGANIZATION** may sub-contract part of the evaluation activity that relates to laboratory analyzes, only to accredited Laboratories according to ISO 17065, both in Greece or any other Third Country, where the **ORGANIZATION** implements its Organic Inspection and Certification System. Should the **OPERATOR** wish to exclude a given Laboratory from the **ORGANIZATION**’s evaluation process, a formal request shall have to be submitted in writing from the **OPERATOR** to the **ORGANIZATION**, explaining in detail the reason(s) for such an exclusion. The **ORGANIZATION** reserves the right not to accept such a request, depending on the completeness and the basis of the justification provided by the **OPERATOR**.

企业完全同意**机构**可以将与实验室分析相关的部分评估活动按ISO 17065分包给希腊或企业所在第三国的认可实验室进行分包。如果企业希望从机构的评估过程中排除某一特定的实验室，则必须以书面形式向本机构提交正式请求，并详细解释排除的原因。本组织保留不接受此请求的权利，具体取决于企业提供的理由的完整性和基础。

1. It is hereby agreed that the **OPERATOR’s** fees for the Certification and Inspection Services provided by the **ORGANIZATION** to the **OPERATOR** are calculated in accordance with the valid version of the Table of Fees andpaid according to the Financial Offer, which forms an integral part of this Agreement. Any additional charges that may arise during the validity period of this Agreement shall be calculated in accordance with the valid version of the Table of Fees.

企业同意根据有效版本的收费表计算的认证和检查费，并依据本协议的组成部分--报价单缴费。在本协议有效期内，任何可能产生额外费用应依照有效的收费标准进行计算。

* 1. The **ORGANIZATION** charges specific fees to the **OPERATORS** according to the valid version of the Table of Fees. Fees are covered by the objectivity principle and they are proportionate of the operation’s size and activity. Fees are applied to all operations under the **ORGANIZATION**’s Organic Control System with common criteria, predefined in the respective Table of Fees. Certification Fees cover the services provided by the **ORGANIZATION** to the **OPERATOR**.

机构根据有效的收费表对企业收取相应的费用。费用与运营规模和活动成正比，费用适用于机构有机控制系统下的所有企业，具有相应费用表中预先定义的通用标准。认证费用涵盖机构向企业提供的服务。

The Table of Fees may regularly be subject to revisions which the **ORGANIZATION** may decide without prior notification of the **OPERATOR.** The **OPERATOR** shall accept the revised economic terms unconditionally, during the validity period of the present Certification Agreement.

费用表可能会由机构定期修改，不事先通知企业。在本认证协议有效期内，企业应无条件接受经修订的经济条款。

* 1. The payment of the agreed fees may take place through third entities, for which the parties will mutually agree in written.

约定的费用支付可以通过第三方实体进行，需各方书面同意。

1. The **OPERATOR** may at any time request the cancellation of the present Certification Agreement.

企业可随时要求取消本认证协议。

* 1. Should this event arise, the **ORGANIZATION** reserves the right not to accept the request for cancellation of the Certification Agreement only in the cases listed below:

如果发生此事件，机构仅在下列情况下保留不接受取消认证协议的请求的权利：

1. the **OPERATOR** has been notified by the **ORGANIZATION** for a programmed control on a date prior to the cancellation request;

机构已经在取消请求之前的日期通知企业已完成的控制方案

1. the **OPERATOR** has submitted the request for cancellation during an inspection visit;

企业在检查期间提交取消申请；

1. the **OPERATOR** has submitted a request for cancellation during the evaluation process of a given control. This may include but not limited to, to pending laboratory test results.

企业在已给出的控制评估过程中提交取消请求，这可能包括但不限于等待实验室检测结果。

1. the **OPERATOR** has not taken the necessary measures required to comply with A CERT ORGANIC STANDARD as a result of an evaluation process.

作为评估过程的结果，企业没有采取必要的措施来符合A CERT 有机标准。

1. the **OPERATOR** has outstanding payments against the **ORGANIZATION** from previous charged certification fees.

企业未支付给机构应付的认证费。

* 1. Should all the aforementioned requirements are effectively resolved the **ORGANIZATION** shall accept without delay the **OPERATOR**’s request for early termination of the Certification Agreement.

如果所有上述要求得到有效解决，机构应立即接受企业提前终止认证协议的请求。

* 1. In any case the **ORGANIZATION** has the obligation to evaluate any such written request from the **OPERATOR** and reply in writing to the **OPERATOR**, explaining in detail the reasons for not accepting the early termination of the Certification Agreement, should any of the cases referred to in points a) to e) apply.

在任何情况下，机构都有义务评估企业的任何此类书面请求，并书面回复操作者，详细解释不接受提前终止认证协议的原因，任何情况 a）至e）适用。

* 1. The **ORGANIZATION** reserves the right to terminate at any time the present Certification Agreement without paying any indemnity to the **OPERATOR**, should the latter has any outstanding payments against the **ORGANIZATION**. In the event of a unilateral termination of the Certification Agreement, the **ORGANIZATION** shall not waive of any unpaid certification costs and reserves the right to claim the latter by any legal means.

如果企业有任何欠付本机构的款项，本机构保留随时终止本认证协议而无需向操作者支付任何赔偿金的权利。在单方面终止认证协议的情况下，本机构不放弃任何未支付的认证费用，并保留以任何合法手段要求其支付的权利。

1. The **ORGANIZATION** and the **OPERATOR** must, at their own expense, do everything reasonably necessary to give full effect to this Certification Agreement.

机构和企业必须达到所有合理的必要的条件来充分实施本认证协议。

1. Nothing in this Certification Agreement will be construed to mean that one Party is the partner, agent, employee or representative of the other Party and neither the **OPERATOR** nor the **ORGANIZATION** have the power to incur obligations on behalf of or pledge the credit of the other Party.

本认证协议中的任何内容均不得解释为一方为另一方的合作伙伴、代理人、员工或代表，并且企业或机构均无权代表或承诺对方的信用承担义务。

1. This Agreement constitutes the sole and entire Certification Agreement between the **ORGANIZATION** and the **OPERATOR** relating in any way to the subject matter of this Certification Agreement and no oral or written warranties, representations, guarantees or other terms or conditions of any nature not included in this Certification Agreement shall be of any force provided that any terms or conditions prescribed by law shall continue to be prescribed except to the extent that they are inconsistent with any express term of this Certification Agreement.

本协议构成本机构与企业之间以任何方式与本认证协议主题有关的唯一且完整的认证协议，且不会提供任何性质的口头或书面担保、陈述、保证，及其他任何不包含在此协议中的条款或条件，任何法律要求的任何条款或条件应继续默示，除非其与本认证协议的任何明示条款不一致。

1. The present Certification Agreement shall enter into force as from todayStart Contract Date and shall be in force for a period of **one (1) year**, expiring on the End Contract Date (the "**Initial Term**"). This Agreement shall automatically be terminated, unless the **OPERATOR** gives to the **ORGANIZATION** written notice of intention to renew, such notice to be given not less than one (1) month prior to the end of the Initial Term or any Renewal Term, as appropriate. In case of such renewal a new Certification Agreement shall be signed by the parties.

本认证协议自Start Contract Date起生效，有效期为一（1）年，到 End Contract Date止（原始协议）。本认证协议应在其到期日期之后立即终止，除非企业书面通知机构继续更新协议，该书面通知应至少在原始协议或任何更新协议终止前一个月提出。若更新协议，应签署新的认证合同。

1. Upon the expiration and/or termination of the Certification Agreement due to any reasons whatsoever, all certificates which were issued by the **ORGANIZATION** regarding the **OPERATOR** and are currently in force, are automatically withdrawn by the **ORGANIZATION** and may not be used by the **OPERATOR** hence forward in any manner whatsoever. Furthermore, upon the expiration and/or termination of this Agreement the **OPERATOR** must immediately cease the use of A CERT initials and A CERT logos whether separately or in combination with any other initials, words, logos etc., in any manner whatsoever.

认证协议因任何原因过期和/或终止，机构对企业颁发的现行有效的所有证书，将自动被机构撤销并不得再被企业以任何形式使用。并且，本协议过期和/或终止时，企业必须立刻停止使用A CERT名称和A CERT标志，不论是单独还是与其他文字标志结合以任何形式使用。

1. To the full extent permitted by applicable law, in no event will the **ORGANIZATION** be liable to the **OPERATOR** on any legal basis (including, without limitation, negligence) for any loss or damage whatsoever, including (without limitation) loss of production or operation time; loss, damage or corruption of data or records; or loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or any special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Certification Agreement, provision of the inspection and certification services, even if the **ORGANIZATION** has been advised of the possibility of such damages.

在适用法律允许的范围内，机构在任何情况下均不会以任何法律依据（包括但不限于过失）对任何损失或损害承担责任，包括（但不限于）生产或运营时间的损失，数据或记录的丢失、损坏或损坏，或预期储蓄、机会、收入、利润或商誉或其他经济损失，或因本认证协议引起或与之相关的任何特殊的、附带的、后果性的、惩罚性的损失，以及本组织在已被告知可能发生此类损害之后提供检查和认证服务。

1. This Certification Agreement may only be amended by a document signed by or on behalf of each of the Parties.

本认证协议只能由各方签署或代表签署的文件加以改变。

1. This Certification Agreement shall be governed by and construed with reference to the laws in force in Greece and both Parties hereby submit unconditionally to the jurisdiction of the competent courts of Thessaloniki, Greece, should any dispute arises during the validity period of the present.

本认证协议受希腊现行法律管辖并参照其制定，如果在本协议有效期内发生任何争议，双方均无条件提交希腊塞萨洛尼基相关法院的管辖权。

1. The present Certification Agreement has been signed in two (2) copies, one for each Party.

本认证协议一式两份，每个缔约方一份。

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| --- | --- | --- |
| **THE ORGANIZATION 认证机构** |  | **THE OPERATOR 认证委托方** |
|  |  |  |
| **Stefanos Billas**  President |  | Name of Legal Representative  Legal Representative |

Ιστορικό Ανασκοπήσεων

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| --- | --- | --- | --- |
| **Έκδοση** | **Ημερομηνία** | **Περιγραφή Αλλαγής** | **Ανασκόπηση & Έγκριση** |
| 01 | - | Αρχική έκδοση | Στ. Μπίλλας |
| 02 | 10/09/2016 | Πλήρης αντικατάσταση του εντύπου. Η προηγούμενη έκδοση διατηρείται στο ιστορικό αρχείο. | Στ. Μπίλλας |
| 03 | 01/04/2020 | Πλήρης αντικατάσταση του εντύπου. Η προηγούμενη έκδοση διατηρείται στο ιστορικό αρχείο. | Κ.Ναλμπάντη |
| 04 | 01/04/2021 | Διαγραφή των πεδίων “Legal type” και “TAX Authority” | Κ.Ναλμπάντη |