



SERVICES CONTRACT

Contract between "**Mayacert**" and

, hereinafter referred to as the Contractor.

PRELIMINARY CLARIFICATION:

Mayacert is accredited ISO 17 065 by DAkkS of Germany to assess under Regulation (EU) 2018/848. The Contractor is considered in a third country, as an operator or group of operators.

Mayacert operates in accordance with the relevant legal provisions, in accordance with the number 35756 of the Commercial Registry of the Ministry of Economy of Guatemala.

ARTICLE 1. Object of the contract:

The contracting parties agree on the execution of the control procedure in accordance with the conditions related to Regulation (EU) 2018/848 and its delegated acts, the purpose of which is to obtain organic certification of products.

ARTICLE 2. Obligations of Mayacert:

Mayacert carries out the evaluations in accordance with the guidelines established by EU 2018/848 of the European Union. For the execution of the program, appointments for inspection visits must be agreed in advance in accordance with Article 38 of EU Reg. 2018/848. These visits shall be determined between Mayacert and the Contractor and are binding, i.e. they may only be cancelled for justified reasons accepted by Mayacert. Unannounced inspections are an integral part of the inspection program.

ARTICLE 3. Prices and Payment Conditions:

Prices and payment conditions are described in Mayacert's general terms and conditions. The calculation of costs shall be made in accordance with the expenses and on the basis of the current Mayacert tariff, which shall be understood in its current wording as an integral and constituent part of this contract, unless otherwise agreed between the contracting parties.

ARTICLE 4. Adaptation Clause:

In the event of any inconsistencies, adjustments or changes with respect to the provisions of this contract, it shall remain valid. The provisions may be adapted with immediate efficiency if such changes are imposed by Mayacert or any applicable competent authority and regulatory body.

ARTICLE 5. Validity and Rescission:

The contract becomes effective from the time of signature, unless a later date has been agreed upon.

The contract is for a period of one year and is automatically extended for another year if the Contractor renews its certification process.

In the last three months prior to the end of this contract, the operator must inform Mayacert in writing whether or not it will renew the certification of its operation.

If the Contractor notifies that they will not renew this contract, Mayacert will send to the operator the "SURRENDER DECLARATION TO THE ORGANIC CERTIFICATION", to be completed, signed and sent to Mayacert within a maximum of two months from the date it was sent by Mayacert.

This contract may be terminated immediately in case of violation of any of the clauses set forth in this agreement and shall be terminated by operation of law in case of suspension, withdrawal, or surrender of the operator's organic certification, without prior notice.

Upon termination of this contract, the Contractor shall not use copies of the certificates, for purposes of promotion and/or sale of its products, or references to the organic certification granted at the time by Mayacert on its labels or advertising material, on its website, invoices, or any other related media or document.

ARTICLE 6. Validity and Complements:

In general, the general terms and conditions of Mayacert apply. Any adaptations and/or additions to the contract and to Mayacert's general terms and conditions must be submitted in writing to Mayacert for review and validity.

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ARTICLE 7. Exchange of information:

In the case that the Contractor and its subcontractors are certified by other inspection bodies or authorities, the Contractor shall inform Mayacert and give its consent to exchange information about its operations with the inspection bodies or authorities. It shall also accept the exchange of information when the various control authorities or agencies control the Contractor and/or its subcontractors. The Contractor also agrees that Mayacert may provide any other information required by the competent authorities.

ARTICLE 8. Sanctions:

The Contractor accepts the sanctions and improvement actions determined by Mayacert in accordance with the relevant articles of Regulation (EU) 2018/848, its delegated acts, and contained in the sanctions catalog.

PLACE AND DATE: _____

THE CONTRACTOR: _____

NAME: _____

IDENTIFICATION NUMBER: _____

REPRESENTATIVE'S SIGNATURE AND SEAL

PLACE AND DATE: _____

SIGNATURE AND NAME OF THE REPRESENTATIVE OF MAYACERT AND SEAL:

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GENERAL TERMS AND CONDITIONS OF "MAYACERT"

1. SCOPE OF APPLICATION:

All services will be accepted according to the following conditions. With the granting of service, the Contractor bindingly accepts the prescribed conditions. Other conditions shall apply if they are accepted by us solely at the risk of the Contractor. Explanations, confirmations or verbal acceptances by our staff or assistants require the written acceptance of the Contractor's Management for their respective validity.

2. PROVISION AND FULFILLMENT OF THE SERVICE:

The service provision of the orders is subject to the supplementary dispositions or the service catalog in order to obtain the Mayacert seal of control. Changes in the service provision must be made in writing.

The deadlines for the execution of the service are without commitment, if the commitment is not given in writing.

3. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR:

- The Contractor is obliged to show Mayacert, people authorized by Mayacert, and DAkkS, in detail, its entire business process. The Organic System Plan (OSP) must be submitted by the Contractor as documentary evidence of the management corresponding to compliance with the provisions set forth in EU Regulation 2018/848 and its delegated acts.
- The Contractor has the obligation to declare all its operating units and provide access to Mayacert's control instances, to all relevant areas of the company and to deliver and enable the required documents, during the control period. These are ~~catalogs~~ as necessary for the control evaluation process, as well as the taking of samples or interviews to company employees, including when it comes to unannounced inspections.
- The Contractor is obliged to follow the provisions of Regulation 2018/848, taking into account any complements, changes and implementing provisions notified by Mayacert, throughout the term of the contract.
- The Contractor shall take all proportionate precautionary measures to avoid contamination with unauthorized products or substances.
- The Contractor expresses the commitment to carry out the corresponding measures and to comply with the sanctions agreed upon in accordance with Mayacert's Procedures Manual.
- The Contractor is obliged to inform and submit to Mayacert any claims or complaints that have arisen in relation to its products and to report on the measures taken to solve the defects.
- The Contractor undertakes not to use and refer to the certification mark and the certification in a false or misleading manner that may bring Mayacert into disrepute.
- The Contractor is obliged to inform Mayacert immediately of any changes that may affect its ability to comply with the certification requirements.
- In the case of Groups of Operators, the ICS manager shall immediately notify Mayacert of the following information:
 - a) any suspicion of major and critical non-compliance;
 - b) any suspension or withdrawal of a member or a production unit or premises, including purchase and collection centres, from the group;
 - c) any prohibition of the placing on the market of a product as organic or in-conversion, including the name of the member or members concerned, the relevant quantities and lot identification.

4. PRICES AND PAYMENT CONDITIONS:

If not otherwise agreed, the rates of the Mayacert service tariff regulations are valid and 75% of the total amount of the services shall be paid upon signature of this contract. The remaining amount of the invoice must be received prior to the issuance of the certificate. The payment obligation of the Contractor exists irrespective of any contradictory deadlines agreed upon. If the contract is terminated by the Contractor up to 10 days before the audit, 50% of the deposit shall be refunded. In the event of termination at a further date, the right to reimbursement of prepaid costs does not apply.

Unforeseen and urgent controls, sampling, analysis, etc., for clarification of doubts, ARE BILLED SEPARATELY.

5. WARRANTIES:

- Mayacert shall only be liable in the event of intent and gross negligence with respect to its legal representatives and vicarious agents.
- Mayacert is responsible for the deficiencies in the services provided, recognized and proven, by requesting the corresponding deficient services.
- Mayacert establishes a complaints and appeals control program to follow up on customer non-conformities.

6. REGULATION OF THE RIGHT OF GENERAL CONDITIONS:

Mayacert is not liable for damages caused by changes in the company resulting from the results of the inspection.

7. WORK RESULTS PROTECTION:

The Contractor is responsible for the use of expert reports, inspection results and information for personal use only. The reproduction or publication of certificates, inspection results, information and other information - also for advertising purposes - shall require the prior written approval of Mayacert.

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The Contractor is also responsible for reproducing certification documents in their entirety when providing copies to others.

8. CONFIDENTIALITY OBLIGATION:

Mayacert is responsible for delivering and making available all results related to the preparation of the order only to the Contractor and to the relevant control authorities and not to publish them or make them available to third parties without their prior authorization. Mayacert is furthermore responsible for the confidentiality of all information provided by the Contractor in connection with the order and for the confidentiality of Mayacert's employees and assistants during the execution of the contract by means of a binding contract.

9. SAMPLING AND ANALYSES:

Mayacert will perform, through its representatives, the sampling and execution of the laboratory analysis of its contractors, provided that the parameters indicate this as necessary, in accordance with Article 14(h) of Regulation (EU) 2017/625.

In the case of groups of operators, a minimum of 2% of the members of each group of operators shall be sampled each year.

For the execution of analyses and for the completeness and accuracy of the results, only the Terms and Conditions of Business of the individual laboratories apply, on which the absolute guarantee rests.

Investigation costs shall be borne by the Contractor.

10. CORRECTION OF THE DEFICIENCIES:

The Contractor is responsible for the conscientious receipt and review of Mayacert's final report. Any CONTRADICTIONS regarding checks, charges and penalties in the inspection reports must be acknowledged by the Contractor in writing no later than one week after submission. Claims for correction of errors expire three months after the day of receipt of the inspection report, e.g. spelling, calculation or formal errors, will be corrected by Mayacert immediately, provided that these are reported and accepted as such. In case of rejection of a report or parts thereof Mayacert reserves the right to indemnification of all cases related to the execution of the inspection.

11. COMPLAINTS AND APPEALS:

The Contractor has the right to appeal any certification decision or to file a complaint with Mayacert. Complaints and Appeals must be submitted no later than 10 working days following the issuance of the certification decision, in writing using the form (FQ) provided by Mayacert. They will be evaluated by Mayacert in accordance with the procedures within 15 days, after which the Contractor is informed in writing of the outcome.

12. ADAPTATION CLAUSE:

The Agreement may be adapted in case of the legal basis, according to a recommendation or inspection by the state control authority or by the liability company.

The adaptation statement becomes effective at the end of the third month after receipt by the Contractor.

13. SALVATORY CLAUSE:

The General Terms and Conditions are valid even with a change in the legal status of the contractual partners.

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by new agreements, which shall - as far as possible - aim to replace the invalid conditions.

14. LAWS, PLACE OF COMPLIANCE AND JURISDICTION:

In case of litigation, the exclusive use of Guatemalan law is agreed. The place of compliance and jurisdiction is Guatemala.

15. SANCTIONS CATALOG:

The catalog of penalties is considered an integral part of this contract. In case of infringements, violations of regulations during the inspection or the period of validity of this contract, Mayacert is authorized to take appropriate measures in accordance with the sanctions indicated in the sanctions catalog.

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