



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

VCSMPP

- A. Good Agricultural Practices**
- B. Good Field Collection Practices**
- C. Wild Collection**

INDGAP

- IndGap Basic**
- IndGap premium**
- Grower Group** **Individual farmer**

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 VCSMPP/INDGAP. 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.

Aditi as CB is not providing consultancy, carried out internal audits or provided training to it clients.

Aditi is also not using personnel in audits /inspections /evaluations or other certification / inspection activities.

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.

- Always fulfil the certification requirements including medicinal plant requirement and changes communicated by the certification body.
- The certified medicinal plant always fulfils the requirements.
- Makes all necessary arrangements for the conduct of evaluation, including provision for examining documentation and records, and access to the relevant location (s), area (s), and personnel and for investigation of complaints.
- Makes claims regarding certification only in respect of the scope for which certification has been granted.
- Does not use its certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its certification which the certification body may consider misleading or unauthorized.
- Upon suspension or cancellation/withdrawal of certification, discontinues its use of all advertising matter that contains any reference there to and returns as required by the certification scheme any certification documents and takes any other measures.
- Endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner
- If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- In making reference to its medicinal plant produce certification in communication media such as documents, brochures or advertising, complies with the requirements of the certification body if applicable
- Uses the certification mark only on produce it has found to comply with the requirements if applicable
- Applies mark to each certified medicinal plant, or to produce packaging, or on information accompanying each medicinal plant produce if applicable
- Keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to the certification body when requested, and
 - Takes appropriate action with respect to such complaints and any deficiencies found in medicinal plants, processes or services that compliances with the requirements for certification.
 - Document the actions taken.
 - Verification by the certification body of (1) is performed only when certification scheme mandates it.
- The client shall inform the certification body, without delay, of matters that may affect ability to confirm to the certification requirements.

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.



Contract of Certification for Voluntary Certification Schemes & IndGAP

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To inform the client in a timely manner about all relevant modifications of standards or of ADITI's procedures and policies.
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 is valid for five years

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.

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

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.

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. Aditi does not outsource any activity related to Certification of Voluntary Certification Scheme except laboratory testing services.

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:

Created/Revised by: QT

Reviewed by: QM

Approved By: NU