



TERMS AND CONDITIONS

F1c GCS09

Rev. 1.0
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Date 1/2024

General Contracting Conditions

On one **side GREEN CERT** established in, >>>>>>, Egypt legally represented by its general manager >>>>>>, mentioned hereafter as **GREEN CERT**.

And from the other side, the legal or natural person identified in the first page of this document, henceforth **THE APPLICANT**.

The undersigned persons state the necessary legal capacity to contract and to be obliged as representative of the corresponding party and agree that the certification works will be carried out in accordance with the following clauses:

Chapter 1.- Object of the Agreement

The object of this agreement is the regulation of the rights and obligations contracted between GREEN CERT and THE APPLICANT concerning the certification of the company activities included in the scope detailed in the CERTIFICATION APPLICATION – CONTRACT FORM the requirements and conditions established in the appropriate Normative Documents.

Chapter 2.- Conditions for obtaining the certificate

1. THE APPLICANT is aware of the conditions and requirements established in the Normative Documents specified with regard to the activities for which the certification has been requested, and undertakes to meet them uninterruptedly during the period of validity stated in the contract.

2. THE APPLICANT is aware of the quality and safety of the produce/products obtained in its production sites, as well as the quality and safety of the production due to the industrial activities susceptible to be labelled with GREEN CERT distinctive sign and it undertakes not to conceal any information on the subject to GREEN CERT, either intentionally or by omission, which may alter GREEN CERT decision of granting the approval certificate to the evaluated activities.

3. THE APPLICANT accepts that GREEN CERT shall carry out the appropriate works for the certification of the activities in accordance with the procedures established in the relevant Normative Documents, and for this purpose, it shall allow GREEN CERT auditors to access the production facilities to carry out the audits as well as to provide them, when necessary, with the corresponding evidences in paper or electronic format.

4. The certification requested refers to the compliance with the management good practices according to the specifications set up in the Normative Documents, and never to the quality of entire

production obtained according to the activities included in the certificate scope. For this reason, if any of the products made by the APPLICANT causes damages to third parties, whatever the nature of it, due to its insufficient quality, to its bad hygienic conditions or whatever the reason may be, it would be of exclusive responsibility of THE APPLICANT, who exempts GREEN CERT from any responsibility about it.

5. The APPLICANT may use the trademark distinctive of the certified system by GREEN CERT, whenever the requirements established in the User Guidelines for GREEN CERT Trademark provided to the applicant. This undertakes not to link with GREEN CERT distinctive sign on the primary package of any product obtained in the facilities where the certificated activities are conducted. Anyway, this agreement does not involve a trademark licence, but the acceptance by GREEN CERT that its distinctive sign can be applied on the publicity and commercial documents of the company certified by GREEN CERT.

6. THE APPLICANT will be allowed to display the approval certificate issued by GREEN CERT and to make reference to it in public events, media and commercial information of the company linked to the certified activities, whenever the scope and code of the certificate is clearly indicated.

7. THE APPLICANT undertakes to pay the certification and maintenance fees corresponding to the certification of the requested scope during the period of validity of this agreement, in accordance with the accepted quotation, as well as the fees established that, in such a case, would have been established by the legal representatives of the Normative Documents.

Chapter 3. Duration of the Agreement

1. GREEN CERT certification services are hired for a period of **3** years from the subscription date detailed in the Certification Request Form.

2. This agreement will be tacitly, automatically and consecutively renewed for successive periods of 3 years unless otherwise communicate it from any of the parties with, at least, one-month prior notice before its expiration date.


Chapter 4.- Scope of the certification

1. The definitive scope of the certification obtained by THE APPLICANT will be that specified in the version in force of the Approval Certificate.

GREEN CERT Head Office

Maadi Nile Towers, Tower No. 12, Fifth Floor, 5, above the National Bank of Egypt
Tel: 01004589703

E-mail: INFO@GBS.EG ; INFO@GREENBS.ORG ; certification@greenbs.org
http // WWW.GBS.EG

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2. When appropriate, GREEN CERT might issue a Technical Annexe attached to the certificate in order to detail or provide further information linked to the scope of the granted certification.

Chapter 5.- Suspension or cancellation of the certificate

GREEN CERT might temporarily suspend or cancel the certificate (according to what it is stated in the relevant Certification Guidelines) if it is verified that THE APPLICANT has not complied with one or more of the conditions stated in Chapter 2, or besides in those cases detailed in the Normative Documents.

If the certificate is cancelled, the APPLICANT will automatically loose the rights acquired by the approval certificate issued by GREEN CERT and no further applications will be accepted until 6 months have elapsed from the date of the cancellation.

If the cancellation was due to any circumstance that jeopardize GREEN CERT interests, this would unilaterally cancel this agreement.

The APPLICANT, who signs this agreement with GREEN CERT, is obliged to pay the corresponding invoices **from GREEN CERT** or from the corresponding local delegation. If payments are not done following contractual conditions, the certification will be completely suspended until time of payment.

Chapter 6.- Miscellaneous

The APPLICANT undertakes not to give or transfer partially or completely its rights and obligations derived from this agreement without having first secured the prior written permission of GREEN CERT.

Any notice to be given under this agreement will be sent to the addresses that the two parties have previously specified for such purpose and which are detailed in the Certification Request Form, or wherever each party has previously communicated to the other in writing.

The agreement is the only document related to the object stated in it, and it will not be modified but its being replaced by a new document made in writing and signed by authorised signatory of each of the parties. Any omission or delay from any of the contracting parties towards the other with regard to the punctual fulfilment of its obligations will not be considered as a renunciation from that first party of its right to require the punctual fulfilment of its obligations to the second party.

Chapter 7.- Settlements of Disputes

Both parties agree that all disputes, differences or claims arising directly or indirectly in connection with the interpretation, fulfilment or not fulfilment of the present Agreement will be ruled by the Egyptian Law, settled by arbitration of Chamber of Commerce and Industry, by one or more arbitrators to be appointed in accordance with those Rules. The decision of this arbitrator will be final and binding upon the parties concerned.

In witness whereof, and as a sign of conformity with what precedes, this document is signed in duplicate.

In , City Country Date

On behalf THE APPLICANT:

On behalf GREEN CERT

Signed:

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Managing Director

PLEASE, SEND BY FAX, POSTAL MAIL OR SCANNED BY EMAIL TO

GREEN CERT Head Office

Maadi Nile Towers, Tower No. 12, Fifth Floor,5, above the National Bank of Egypt
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