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|  | CERTIFICATION GRANTING AGREEMENT AND USE OF THE PRODUCT CONFORMITY CERTIFICATE PROTECTED GEOGRAPHICAL INDICATION (PGI) “CAFÉ DE COLOMBIA” | | |
| | REVISION DATE: 2019/05/19 | APPROVAL DATE: 2021/07/01 | VERSION: 07 |

Among those subscribed, namely: **FUNDACIÓN PARA LA CERTIFICACIÓN DEL CAFÉ DE COLOMBIA- CAFECERT**, with main domicile in the city of Bogotá DC, identified with **NIT 900799907-9**, legally represented as it appears at the bottom of its signature in this agreement of one party and of the other, identified with **NIT** (Colombia) / **NIF** (applies only for the European Union), _____ legally represented as it appears at the bottom of its signature acting in its capacity as Legal Representative and / or authorized person (by social statutes and / or powers general or special), duly empowered to enter into this agreement (hereinafter the “Client”), CAFECERT and the Client, each one of them the “Party” or together the “Parties”, we have agreed to enter into this Agreement for the Granting of Certification and Use of the Product Conformity Certificate (hereinafter the "Agreement") that will be governed by the following Standards and "Certification Service Rules"

CLAUSES

ONE: Object.

By means of this Agreement, and in accordance with the certification requirements stated in the Annex 1 of this Agreement, CAFECERT grants the Client Product Conformity Certificate.

TWO: Responsibilities of the Client

- a. The Client agrees to comply always with the standards and the relevant provisions of the certification program.
- b. The Client states and guarantees that the certified products are manufactured as they are specified in the Certificate which grants and issues to this Agreement and that they shall meet the requirements defined in the Annex 1.
- c. The Client agrees and guarantees that the products which are Certificate shall be produced with the same specifications as the sample that CAFECERT found by review to comply with the regulations.
- d. The Client shall immediately inform CAFECERT of any changes performed over the certified product.
- e. The Client agrees to make all necessary arrangements to assist CAFECERT to conduct the evaluation, including provision for accessing to the areas, and personnel when the activities of the certification process such as sampling, initial and Supervision of the Samples, and resolution of complaints require it.
- f. The client agrees to comply with the initial evaluation permit, such as sending the samples within the times established in the certification service rules (see Annex 1. Certification service rules). Failure to carry out the initial evaluation will lead to the closure of the certification process, the non-granting of the certification and the termination of this agreement.
- g. The client must take the necessary measures to allow CAFECERT to carry out visits to its facilities, with the participation of observers. Access must be provided to the evaluation teams of the National Accreditation Body of Colombia - ONAC, when necessary to carry out witnessing activities when evaluating CAFECERT as a product certification body within the framework of the granting, expansion or monitoring of accreditation. . Non-observance of these guidelines may lead to sanctions such as those described in the rules of the certification service.
- h. Following the withdrawal, suspension or completion of the certification, the client must refrain immediate use of all advertising material that contains reference to the certification and



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comply with the actions required by the certification scheme such as the destruction of the Certificate of Conformity (in the case of withdrawal of the certification) and other applicable documents, or any other measure that CAFECERT deems necessary to carry out.

- i. Inform CAFECERT when the use of the certificates is extended to third parties. (If the client supplies copies of the certification documents to others, the documents must be reproduced in their entirety).
- j. The Client agrees to make all necessary arrangements to participation of observers, if applicable.
- k. The client will not use her certification to provide misleading, inexact or fake information that may affect the consumer.
- l. The client is obliged to, during every year that the given certification exists, it will submit to the different yearly supervisions and or surveillance procedures, in agreement with the service regulations while providing the way and complying with the necessary requirements that may be necessary to keep the conditions of its certification.
- m. The client obliges itself to only use the provided certification for the certified products in relation to the brands and or commercial lines (references) that were presented to certify their products and not others.
- n. The client obliges to comply with the service rules in force “Certification service rules Protected Denomination of Origin Café de Colombia OPRE-D-008” y/o Certification service Rules Protected Indication Geographic OPRE-D-025” Conditions for use of the certificate of conformity of product OPSU-D-027 Or the ones that may substitute it and or modify according to the case.

THREE: Evaluations.

CAFECERT will carry out regular Supervision of the Samples the Client’s conformity with the obligations and conditions stated in the general guidelines of the certification system, and the particular conditions of the Certification Scheme included in the issued Certificate.

Supervision of the Samples will be performed at CAFECERT discretion, and the Client must provide all required assistance and material to their appropriate development.

FOUR: Information of modifications in the production and others that may affect the certification.

The Client shall inform CAFECERT, immediately, of any modifications that may affect their ability to comply with the certification requirements.

The modifications include, but are not limited to:

- Contact address and production sites changes,
- Change of the contact person or some of their personal information data
- Changes on the processing plant (Milling Plant, toaster, soluble processing, and or extract processing
- Packaging changes
- Holder changes due to fusions-acquisitions-etc.



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FIVE: Complaints

The client shall keep a registry of the complaints that he may have received due to their certified products and will inform CAFECERT of such complaints.

The client will take appropriate measurements with respect to the complaints or deficiencies found in the products that may impact the compliance of the requisites for the certification and support CAFECERT to the same actions to correct the cause that gave it origin, to mitigate and or explain and support the reasons to detract the received complaint.

The client shall keep registry of such actions and CAFECERT may ask him support for those actions any moment.

- a. The Client shall keep records, and upon request, report to the certification body any complaints regarding the products covered by the Certificate.
- b. The Client shall take appropriate actions with respect to such complaints and to any other deficiency found in the products that may affect compliance with the requirements of the certification.
- c. The Client shall keep records of such actions.
- d. The Client may file appeals regarding the certification only in respect of the scope for which the certification has been granted.

SIX: Publicity

- a. The Client has the right to publish that they have a Certificate for the product, which the Certificate was issued to. This implies that only the referred product brands, their commercial lines (references) that have been certified can be supported by the given certification.
- b. CAFECERT will be able to publicize the compliance (or non-compliance) of the Client's products with the certification requirements on their website or by other means, and in case of cancelling this Agreement, to remove such information from the means used for their divulgation.
- c. CAFECERT shall maintain and make available, upon request, information concerning or related to the Certification Scheme, including evaluation, rules and procedures for granting, denying, maintaining, withdrawing, suspending, extending or reducing the scope of the certification by means of publications in electronic media or other means.
- d. The Client agrees not to use their product certification in such a manner as to bring CAFECERT into disrepute and they must not make any statement regarding its product certification, which CAFECERT may consider misleading or unauthorized.
- e. The Client may use the Certification only to indicate that products and commercial lines and brands (references) are conformed to the products only
- f. The Client agrees to ensure that no Certificate or report nor any part thereof is used in a misleading, fake or fraudulent manner.
- g. The Client agrees to comply with the requirements of CAFECERT when referring to the certification of their products in communication media, documents, brochures or advertising. (Respond and provide CAFECERT with all requested information related to the use of the product conformity certificate based on the guidelines of OPSU-D-026, Conditions for the use of the product conformity certificate).
- h. The Client shall not to use the accreditation symbol granted by National Accreditation Body of Colombia (Organismo Nacional de Acreditación de Colombia) -ONAC to CAFECERT.



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First paragraph: Failure to comply with what has been defined in document OPSU-D-026 - Conditions for the use of the product conformity certificate, will lead the certification committee to take the corresponding measures with the provisions of the current certification service rules.

SEVEN: Confidentiality.

CAFECERT is responsible, through legal binding commitments, of managing all the information obtained or generated during the Certification activities, except the information that the Client provides publicly, or that which is provided in mutual agreement between CAFECERT and the Client (e.g., when answering a complaint), all other provided and-or generated information related to the process is considered proprietary information and shall be regarded as confidential.

In every case by a governmental, administrative authority or legal order, requirement and or demand, confidentiality may be removed keeping in mind the need for a necessary support to do so. From this we will notify the client regarding said requirement.

CAFECERT shall inform the Client, in advance, about the information they intend to make accessible to the public.

CAFECERT shall treat all information obtained from sources different from the Client, such as from complainants or from regulator bodies as confidential. Provided they aren't public and or known by entities that by their very nature must know them, for example the National Coffee Federation.

EIGHT: Payment

The Client will pay the fees for the product certification services to CAFECERT related to the Initial Certification and / or the Supervisory Evaluation in advance to execute the required activities of the certification service that include, among others: sampling, evaluation tests, costs and administrative expenses.


First paragraph: The client will have 15 calendar days to make the payment once the document is issued with the value of the approved services.

Second paragraph: CAFECERT will charge the resulting non-conformities as a separate item from the initial cost stipulated in the certification service.

Third paragraph: Once the certification process has started in any of its stages, the money will not be returned to the clients because the costs and expenses associated with the certification process have already been incurred.

Paragraph four: Failure to pay within the times established by any of the obligations generated in the certification process implies the termination of the certification process.

Fifth Paragraph: The costs and expenses or any other economic charge, which causes the certification process outside of CAFECERT and necessary to advance or complete the certification

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process, such as those indicated for nationalization, transportation, rates or contributions, taxes, financial charges, bank expenses or similar for transfers, expenditures and others will be assumed by the client through reimbursement, prior to the granting of the certificate.

Sixth Paragraph: In bank transfers, CAFECERT's Client must ensure that any charge is assumed by them, however, if by mistake or other circumstance in the transfer it is omitted to indicate that all charges are assumed by the transferor, CAFECERT may request the reimbursement of the charge that has been assumed, and will not grant the certification until it is cancelled by the client and is free and clear with CAFECERT.

NINE: Execution and validity of the agreement:

This agreement will commence upon signature from both parties.

First paragraph: The agreement may entail the granting or not granting of the certification. If the certification is granted, the agreement will be in force as long as it complies with the rules of the certification service.

Second paragraph: The maintenance of the certification will be subject to the condition of the required annual supervisions and compliance with the Rules of the Certification Service of Protected Geographical Indication Café de Colombia OPRE-D-024.

Third paragraph: Failure to perform an initial evaluation and / or supervision, or the lack of product to be analysed within the times provided for in the Rules of the Certification Service Geographical Indication Protected Café de Colombia OPRE-D-024 "or those that Substitute and / or modify them, as the case may be, will result in the non-granting and / or withdrawal of the certification and the termination of this agreement.

TEN: Termination, reduction, suspension or withdrawal of certification.

When nonconformity with the certification requirements is substantiated, either as result of the evaluation or as result of other procedures, CAFECERT, on their discretion, shall take any of the following actions:

- a. To continue granting the certification under specific conditions determined by CAFECERT (increase the supervision of samples, for example);
- b. To reduce the scope of certification to eliminate root causes associated with product non-conformity;
- c. To withdraw certification.

First paragraph: The provisions of the Rules of the Colombian Coffee Protected Geographical Indication Certification Service OPRE-D-024" or those that substitute and / or modify them will be applied, where the decision on the reduction, suspension and / or withdrawal of certification, when the client fails to comply with the certification requirements and / or when the certified products no longer comply with the applicable technical requirements.



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Whether the certification is terminated (by request of the Client), suspended or withdrawn, CAFECERT will take the actions specified in the Certification Scheme, and will make all necessary modifications to all the formal certification documents, the publicized information, etc., in order to ensure it is not provided any indication that the product continues to be certified.

Whether the scope of the certification is reduced, CAFECERT shall take the actions specified in the Certification Scheme and shall make all necessary modifications to all formal certification documents, the publicized information, etc. In order to ensure that the reduction of the scope of certification is clearly communicated to the Client and clearly specified in the certification documentation and the information publicly divulged.

Whether the certification is suspended, CAFECERT will communicate the Client the needed actions to finish suspension and restore the certification of the product(s) in accordance with the Certification Scheme.

ELEVEN: Modification of product requirements.

Whether the requirements applying to the product(s) (this includes brands and commercial lines (references)) covered by this Agreement are modified, CAFECERT shall immediately inform the Client to the date when the modified requirements will become effective, and they shall communicate if it is necessary to carry out supplementary revisions to the products subjected to this Agreement.

Within a specified period (not longer than ten - 10 - working days) after receipt of the communication previously described, the Client shall inform CAFECERT whether it is prepared to accept the modifications. If, within the specified period of acceptance, the Client expresses their confirmation of the modification and demonstrates that the supplementary revision is favorable, CAFECERT shall issue a new Certificate and make all necessary modifications to their registers.


Whether the Client notifies CAFECERT that they are not prepared to accept the modification within the established time; or if the Client allows the terms to acceptance to lapse, or if the result of the supplementary evaluation is not favorable, the Certificate covering a particular product shall cease to be valid on the date on which the modified specifications become effective.

TWELVE: Liability.

The Client is responsible for the utilization of the certification and declares and guarantees that it's utilization will be in agreement and reach certified and with respect to the production, commercialization, distribution (meaning sale, lease or gift) in accordance to the case or with promotion of any product referred exclusively to the brands and product lines (references) to which the certification is granted.

The client makes itself exclusively responsible for utilizing a marking or description referring to CAFECERT would mislead the public to lies, confusions, fake claims with respect to compliance of the certification and its relation with the product certified and the product lines (references) associated to it.

The client agrees that in case of violation of any of the terms and conditions of this agreement, CAFECERT would legally and judicially require it, in order to immediately cease the fraudulent, misleading, malicious, deliberate, or UNAUTHORIZED use of the certification.

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CAFECERT shall claim and obtain compensation for the damages that were caused with the improper use of its name as a certification and / or certification body.

The Client agrees to exempt from any responsibility, defender and indemnify CAFECERT for any loss, expense, liability or damage, including attorney's fees, arising from any improper use of the Certification by the Client, or arising from any problem on the part of the Client. Of the Client of the terms and conditions of this Agreement and / or to supplant CAFECERT with false certifications. CAFECERT will not

CAFECERT will not be responsible before third parties of the use the Client makes of the granted certification(s).

THIRTEEN: Appeal/dispute.

All disputes that may arise in regards with this Agreement will be resolved in accordance with the procedure for appeal for reversal and / or appeal established by CAFECERT.

FOURTEEN: Modifications in the rules of the certification service.

By signing this agreement OPRE-D-035 and the Use of the Product Compliance Certificate, the client and / or successor of the same ACCEPTS the modifications of: (i) to the Certification Service Rules for the protected geographical indication (PGI) OPRE -D-024), ii) Conditions for use of the certificate of conformity of product OPSU-D-027 changes that will be informed by CAFECERT, when they occur.

Issued in duplicate and signed by authorized representatives of CAFECERT and the Client.

DATE OF THE SIGNED (YYYY/MM/DD): _____

CAFECERT,

CLIENT,

Signature _____

Signature _____

Nombre: Silvia Inés Tobón Ferrer

Name: _____

I.D. 30.331.618

National ID¹: _____

Director / Legal Representant

Legal Representant

NAME OF THE COMPANY:
Fundación para la Certificación del Café de Colombia - CAFECERT-

NAME OF THE COMPANY:

NIT: 900799907-9

NIT/NIF: _____

¹. The data protection regulations applicable in each country will be taken into account.



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Annex 1

Requirements for Certification

The requirements to grant the Certification are included in the following documents:

- Protected Geographical Indication Café de Colombia Product Specification
- Commission Regulation (EC) No. 1050/2007 of 12 September 2007.
- Certification Service Rules OPRE-D-024
- Conditions for use of the certificate of conformity of product OPSU-D-027

CAFECERT