

	CERTIFICATION GRANTING AND PRODUCT CONFORMITY CERTIFICATE USE AGREEMENT		
REVIEW DATE: 2017/05/19	APPROVAL DATE: 2026/08/19	VERSION: 10	CODE: OPRE-D-035

Between the undersigned, namely:

CAFECERT:

CORPORATE NAME:	FUNDACIÓN PARA LA CERTIFICACIÓN DEL CAFÉ DE COLOMBIA – CAFECERT
T.I.N. (NIT):	900.799.907-9
LEGAL REPRESENTATIVE:	Silvia Inés Tobón Ferrer — ID (CC) 30.331.618
ADDRESS:	Calle 73 No. 8-13, Torre A, Piso 4, Bogotá, Colombia
E-MAIL:	silviai.tobon@fundacioncafecert.org
TELEPHONE:	(57) (601) 313 6600

THE CUSTOMER:

CORPORATE NAME:	
T.I.N. / NIF:	
LEGAL REPRESENTATIVE / ATTORNEY-IN-FACT:	
ID (CC / DNI / PASSPORT):	
ADDRESS:	
CITY / COUNTRY:	
E-MAIL:	
TELEPHONE:	

The personal data protection rules applicable in each country shall be observed.

CAFECERT and THE CUSTOMER, each of them a “Party” and jointly the “Parties”, have agreed to enter into this Certification Granting and Product Conformity Certificate Use Agreement (hereinafter the “Agreement”), which shall be governed by the laws of the Republic of Colombia and by the following:

CLAUSES

1.SUBJECT MATTER: Through this Agreement CAFECERT will carry out the corresponding evaluations in order to verify whether or not the Product Conformity Certificate (hereinafter the “Conformity Certificate”) is granted for the Designation of Origin Café de Colombia (D.O.), the Regional Protected Designations of Origin (D.O.R.) and the Protected Geographical Indication “Café de Colombia” (P.G.I.), to the products indicated by THE CUSTOMER, in accordance with the provisions of ANNEX 1 “Certification Rules”, which forms an integral part of this Agreement.

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PARAGRAPH 1: The issuance of the Certificate by CAFECERT does not authorize the Customer to use the D.O., D.O.R., and/or P.G.I. Such authorization must be requested directly from the National Federation of Coffee Growers of Colombia (Intellectual Property Coordination Office or entity acting as such).

PARAGRAPH 2: The Certification Rules shall apply differently depending on whether the Customer's application is to obtain a D.O., D.O.R., and/or P.G.I. Certificate.

2. OBLIGATIONS OF THE CUSTOMER: Under this Agreement THE CUSTOMER shall comply with the following obligations:

- a. To comply at all times with the regulations and provisions relevant to the certification program, including without limitation the Certification Rules.
- b. To immediately inform CAFECERT of any change in the certified product.
- c. To declare and warrant that the certified products are produced as specified in the certificate issued, and that they will continue to be produced with the same specifications as those of the sample submitted for evaluation, the results of which demonstrate compliance with the requirements for certification.
- d. To take all measures necessary for CAFECERT to carry out the initial evaluation and the surveillance, including without limitation granting CAFECERT personnel access to THE CUSTOMER's facilities whenever the activities inherent to the certification process, such as sampling, initial evaluations, sample supervision and complaint resolution, so require.
- e. To allow the initial evaluation and to comply with the submission of the samples within the time limits established in the Certification Rules. Should CAFECERT not be allowed to carry out the initial evaluation, this shall give rise to the termination of this Agreement and to the closure of the certification process, which entails the non-granting of the Certificate, without any indemnity accruing in favour of THE CUSTOMER.
- f. To allow CAFECERT to carry out visits to its facilities, with the participation of observers.
- g. To provide access to the assessment teams of the National Accreditation Body of Colombia (Organismo Nacional de Acreditación de Colombia – ONAC) whenever necessary in order to carry out witnessing activities when evaluating CAFECERT as a product certification body within the framework of the granting, extension or surveillance of its accreditation. Failure to observe these guidelines may give rise to measures such as those described in the Certification Rules.
- h. To use the certification in a clear, reliable and truthful manner in social media, advertising and/or promotion relating to the certified products.
- i. To immediately cease, after the withdrawal, suspension or termination of the certification, the use of any advertising material containing a reference to it, and to comply with the actions required by the certification scheme, such as the destruction of the Conformity Certificate (in the case of withdrawal of the certification) and other applicable documents, or any other measure ordered by CAFECERT.

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- j. To observe and comply with all CAFECERT guidelines regarding the certification process.
- k. Not to use the Conformity Certificate to provide misleading, inaccurate or false information capable of affecting the consumer.
- l. To submit, during each year of validity of the Conformity Certificate, to the different supervisions and/or extraordinary supervisions of samples when required, in accordance with the Certification Rules, providing the means and complying with the requirements necessary to maintain the conditions of its certification.
- m. To use the Conformity Certificate solely for the certified products and in relation to the brands and/or commercial lines (references) that were submitted for the certification of its products.
- n. To inform CAFECERT when the use of the Conformity Certificate is extended to third parties (if THE CUSTOMER supplies copies of the certification documents to others, the documents must be reproduced in their entirety).

3. EVALUATIONS: CAFECERT will carry out surveillance evaluations of samples to verify the Customer's fulfillment of the obligations and conditions established in the general guidelines of the certification system and the specific conditions of the certification scheme contained in the Conformity Certificate.

Sample surveillance evaluations shall be conducted at CAFECERT's discretion, and the Customer shall provide CAFECERT with all necessary assistance and materials for their proper performance.

4. INFORMATION ON MODIFICATIONS IN PRODUCTION OR OTHERS THAT MAY AFFECT THE CERTIFICATION: THE CUSTOMER shall inform CAFECERT, without delay, of any modification that may affect its certification in complying with the certification requirements.

The modifications include, but are not limited to:

- Change of place of production.
- Change of the contact person or of any of their details.
- Change in the information about the product.
- Change of processing plant (threshing, roasting, soluble coffee and/or extract production facility).
- Change of packaging.
- Change of ownership as a result of mergers, acquisitions, etc.

5. COMPLAINTS:

- a. THE CUSTOMER shall keep a record of the complaints it has received in relation to its certified products and shall inform CAFECERT of such complaints as soon as it becomes aware of them.
- b. THE CUSTOMER shall take the appropriate measures in respect of the complaints submitted and of any deficiency found in the products which may affect compliance with the requirements for certification, and shall inform CAFECERT of the actions undertaken to correct the cause giving rise to them, to mitigate it, or to explain and substantiate the reasons for rejecting the complaint received.
- c. THE CUSTOMER shall keep a record of such actions, and CAFECERT may request evidence of them at any time.

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6. PUBLICITY:

- a. THE CUSTOMER is entitled to state that it holds a Conformity Certificate for the product for which the certificate was issued. This implies that only the brands relating to the product and its commercial lines (references) that have been certified may be supported by the certification granted.
- b. CAFECERT may publish the compliance or non-compliance of THE CUSTOMER's products with the certification requirements through its website or other means, and, in the event of suspension or cancellation of this Agreement, withdraw such information from the media used for its dissemination.
- c. CAFECERT shall maintain and make available, upon request, information relating to or concerning the certification scheme, including the evaluation and the rules and procedures for granting, maintaining, extending or reducing the scope of the certification, or for suspending, withdrawing or denying certification, by means of publications in electronic or other media.
- d. THE CUSTOMER agrees not to use its product certification in such a way as to discredit CAFECERT, and not to make statements regarding its certification that may be considered misleading or unauthorized.
- e. THE CUSTOMER shall use the certification solely to indicate the certified products and the associated brands and commercial lines (references).
- f. THE CUSTOMER undertakes that no Conformity Certificate or report issued by CAFECERT, nor any part thereof, shall be used in a misleading, false or fraudulent manner.
- g. THE CUSTOMER agrees to comply with the requirements established by CAFECERT when referring to the certification of its products in the media, documents, brochures or advertising, and to respond to and provide CAFECERT with any information requested in relation to the use of the Conformity Certificate on the basis of the guidelines of the Certification Rules.
- h. THE CUSTOMER is not authorized, under any circumstances, to use the accreditation symbol granted to CAFECERT by the National Accreditation Body of Colombia – ONAC.

7. CONFIDENTIALITY: CAFECERT is responsible, through legally binding commitments, for the management of all information obtained or generated during certification activities, except for information that the Customer makes publicly available or as mutually agreed (for example, for the purpose of responding to complaints). All information provided or arising from the certification process relationship is considered restricted and shall be kept strictly confidential.

In the event of a requirement or order issued by a governmental body, administrative authority, or judicial court, confidentiality may be lifted, provided that appropriate legal justification exists. The Customer shall be notified of any such requirement.

CAFECERT shall inform the Customer in advance of the information it intends to place in the public domain. Unless otherwise agreed, all other information shall be considered confidential. Information concerning the status of the granted certificate shall be public.

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CAFECERT shall treat as confidential any information originating from complaints or regulatory bodies regarding a customer's certification, provided it is not public knowledge or already known to entities that, by their nature, must be aware of it, such as the National Federation of Coffee Growers of Colombia.

8. PAYMENT: The Customer shall pay CAFECERT, in advance, the fees for product certification services relating to the Initial Certification, the Supervision Evaluation, and any re-evaluations arising from non-conformities, in order for CAFECERT to perform the required activities of the certification service, which include, but are not limited to, sampling, evaluation testing, and administrative costs and expenses.

PARAGRAPH 1: For initial certification processes, the Customer shall have fifteen (15) calendar days to make payment, starting from the date on which the proforma invoice indicating the fees for the approved services is issued.

For surveillance processes, which shall be carried out every twelve (12) months (with a tolerance of ± 2 months; i.e., between 10 and 14 months), the Customer shall make timely payment of the service fees stated in the proforma invoice prior to the expiry of the certificate. If payment is not made, the process shall be deemed abandoned, and CAFECERT shall proceed in accordance with the Certification Rules.

PARAGRAPH 2: Should non-conformities be identified in the Customer's products during the certification process, requiring the product to be re-evaluated, CAFECERT shall bill such new evaluation as an additional fee to the amount specified for the certification service.

PARAGRAPH 3: Once the certification process has commenced, at any of its stages, no monies shall be refunded to the Customer.

PARAGRAPH 4: Should the Customer fail to make payment within the time limits established in this Clause for any of the obligations arising from the certification process, CAFECERT may terminate the certification process without generating any right to indemnity in favor of the Customer, who shall, in any event, pay CAFECERT for all costs incurred in initiating the process.

PARAGRAPH 5: Costs, expenses, or any other financial charges arising from the certification process that are not attributable to CAFECERT and are necessary to advance or complete the certification process—such as those relating to customs clearance, transport, rates or contributions, taxes, bank or financial charges for transfers, disbursements, or similar concepts—shall be borne by the Customer by way of reimbursement prior to the issuance of the Conformity Certificate.

PARAGRAPH 6: In bank transfers, the Customer shall ensure that all bank fees and charges are borne by it. However, if due to an error or any other circumstance, the transfer omits to state that all charges are to be borne by the transferor, CAFECERT may demand reimbursement of any charges it incurs and shall withhold the issuance of the certification until such fees are reimbursed and the Customer is fully paid up with CAFECERT.

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9. PERFORMANCE AND TERM OF THE AGREEMENT: This Agreement shall enter into force and commence its performance upon signature by the Parties.

PARAGRAPH 1: In the performance of this Agreement, the Product Conformity Certificate may or may not be granted. Should it be granted, this Agreement shall remain in force for as long as the Customer complies with the Certification Rules; should the Product Conformity Certificate not be granted, this Agreement shall terminate upon notification of such outcome to the Customer.

PARAGRAPH 2: The maintenance of the certification shall be subject to the required annual surveillance evaluations and compliance with the Certification Rules.

Failure by the Customer to comply with the timeframes established for the surveillance process shall entail the immediate loss of validity of the certificate, effective as of the day following the expiry of fourteen (14) months from the date the certificate was granted (date of award).

PARAGRAPH 3: The impossibility of carrying out an initial evaluation and/or surveillance evaluation, or the lack of product available for analysis within the time limits established in the Certification Rules (or any amendments or replacements thereof), shall give rise to the non-granting and/or withdrawal of the certification and the termination of this Agreement.

10. TERMINATION, REDUCTION, OR WITHDRAWAL OF CERTIFICATION: When a non-conformity with certification requirements is confirmed—whether as a result of the evaluation or by other means—CAFECERT may, at its discretion, take any of the following actions, in accordance with the provisions of the Certification Rules:

- a. Continue granting the certification under specific conditions determined by CAFECERT (for example, increasing sample surveillance).
- b. Reduce the scope of the certification in order to eliminate root causes associated with the non-conformity of the product.
- c. Withdraw the certification.

If the certification is terminated (at the Customer's request) or withdrawn, CAFECERT shall take the actions determined by the certification scheme and shall make all necessary modifications to the certification documents and published information to ensure that no reference is made indicating that the product remains certified.

If the scope of the certification is reduced, CAFECERT shall take the actions determined by the certification scheme and shall make all necessary modifications to the certification documents and published information to ensure that such reduction of scope is clearly communicated to the Customer and clearly specified in the certification documents and publicly disclosed information.

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11. MODIFICATION OF PRODUCT REQUIREMENTS: If the requirements applicable to the product or products (including brands, commercial lines, or references) covered by this Agreement are modified, CAFECERT shall immediately notify the Customer of the date from which such modifications shall take effect, and shall inform the Customer whether complementary evaluations of the products subject to this Agreement are required.

Within a period of no more than ten (10) business days following receipt of the aforementioned notification, the Customer shall inform CAFECERT whether it accepts the modifications. If the Customer confirms its acceptance within the specified timeframe and demonstrates that the complementary evaluation is favorable, CAFECERT shall issue a new certificate and make the necessary updates to its records.

If the Customer notifies CAFECERT that it does not accept the modification within the established period, or fails to respond within the applicable timeframe, or if the outcome of the complementary evaluation is not favorable, the Conformity Certificate covering the relevant product shall cease to be valid as of the date on which the modified specifications take effect.

12. LIABILITY: The Customer is responsible for the use of the certification and declares and warrants that such use shall be in accordance with the certified purpose and scope, and in relation to the production, marketing, distribution (whether by sale or donation), as applicable, or promotion of any of its products, referring exclusively to the brands and lines or references for which the certification was granted.

The Customer shall be exclusively liable for any misuse of the certification that may lead the public into error, deception, confusion, or misrepresentation regarding compliance with the certification and its relationship with the certified product and associated brands or commercial references.

The Customer accepts that, in the event of a breach of any terms and conditions of this Agreement, CAFECERT may pursue legal and judicial actions to obtain the immediate cessation of any fraudulent, misleading, malicious, deliberate, or unauthorized use of the certification.

CAFECERT reserves the right to claim and obtain full compensation for damages caused to it by the improper use of its name as a certification body and/or the certification itself.

The Customer agrees to hold harmless, defend, and indemnify CAFECERT against any loss, expense, liability, or damage—including reasonable attorneys' fees—arising from any improper use of the certification by the Customer, any breach of the terms and conditions of this Agreement, or any impersonation of CAFECERT by means of false certifications.

CAFECERT shall not be liable to third parties for any use made by the Customer of the certification or certifications granted.

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13. APPEALS AND ARBITRATION: All disputes or claims arising out of or in connection with this Agreement shall be resolved in accordance with the reconsideration and appeal procedures established by CAFECERT.

Any dispute of a contractual or pecuniary nature that is not resolved through the aforementioned procedures shall be definitively settled by arbitration administered by the Arbitration and Conciliation Center of the Bogota Chamber of Commerce. The arbitration shall be conducted before a sole arbitrator, decided at law, seated in Bogota D.C., and governed by Colombian Law 1563 of 2012 (or any law modifying or replacing it).

Technical certification decisions rendered by CAFECERT shall not be subject to this arbitration agreement.

14. AMENDMENTS TO THE CERTIFICATION RULES: In the event that any provision of the Certification Rules is amended, CAFECERT shall inform the Customer thereof through its website or by any other effective means. The Customer shall have the right to terminate this Agreement should it not agree with such amendments.

However, if no written statement is received from the Customer within five (5) business days following the publication or communication of the amendments, such amendments shall be deemed accepted and fully complied with as of the date of publication or communication by CAFECERT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

Dated this _____ day of _____, 20____ (**"SIGNATURE DATE"**).

CAFECERT

THE CUSTOMER

SILVIA INÉS TOBÓN FERRER
Legal Representative

Name: _____
Legal Representative / Attorney-in-fact

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ANNEX 1 — CERTIFICATION RULES

- OPRE-D-008 DOP “Reglas de Servicio de Certificación Denominación de Origen café de Colombia”.
- OPRE-D-024 PGI “Certification Service Rules for Café de Colombia Protected Geographical Indication”
- OPRE-D-025 IGP “Reglas del Servicio de Certificación Indicación Geográfica Protegida Café de Colombia”.
- OPSU-D-026 DOP. “Condiciones para el uso del Certificado de Conformidad de Producto”.
- OPSU-D-027 PGI “Conditions For Use Of The Certificate Of Conformity Of Product”
- OPSU-D-028 IGP “Condiciones para el uso del Certificado de Conformidad de Producto”
- Declaration of Protection of the Designation of Origin Café de Colombia, Resolution No. 4819 of 4 March 2005 of the Superintendence of Industry and Commerce – SIC.
- Delegation of the Authority to Authorize the Use of the Designation of Origin Café de Colombia, Resolution No. 41083 of the Superintendence of Industry and Commerce – SIC.
- Regulation for the Use of the Designation of Origin Café de Colombia.
- Declaration of Protection of the Designation of Origin Café de Nariño, Resolution No. 06093 of 11 February 2011 of the Superintendence of Industry and Commerce – SIC.
- Resolution No. 69902 of 26 November 2013 of the Superintendence of Industry and Commerce – SIC, delegating the authority to authorize the use of the Designation of Origin Café de Nariño.
- Declaration of Protection of the Designation of Origin Café de Cauca, Resolution No. 41788 of 10 August 2011 of the Superintendence of Industry and Commerce – SIC.
- Resolution No. 69903 of 26 November 2013 of the Superintendence of Industry and Commerce – SIC, delegating the authority to authorize the use of the Designation of Origin Café de Cauca.
- Declaration of Protection of the Designation of Origin Café del Huila, Resolution No. 17989 of 16 April 2013 of the Superintendence of Industry and Commerce – SIC.
- Resolution No. 69904 of 26 November 2013 of the Superintendence of Industry and Commerce – SIC, delegating the authority to authorize the use of the Designation of Origin Café del Huila.
- Resolution No. 2484 of 30 January 2017 of the Superintendence of Industry and Commerce – SIC, resolving the application for declaration of protection and delegating the authority to authorize the use of the Designation of Origin Café de la Sierra Nevada.
- Resolution No. 00050042 of 25 August 2014 of the Superintendence of Industry and Commerce – SIC, resolving the application for declaration of protection and delegating the authority to authorize the use of the Designation of Origin Café de Santander.
- Resolution No. 2458 of 30 January 2017, resolving the application for declaration of protection and delegating the authority to authorize the use of the Designation of Origin Café de Tolima.
- Commission Regulation (EC) No. 1050/2007 of 12 September 2007.
- Product Specification of the Protected Geographical Indication Café de Colombia.