



Certificate

## Easyfish S.L.

C/ Rutlla 1976  
17003 Girona  
Spain

This is to certify that the ASC processes of the above mentioned organisation have been verified to comply with the requirements of the standard:

## MSC Chain of Custody

Group Version 2.0, 28 March 2019

The scope of certification is listed on the ASC website at <http://www.asc-aqua.org>.  
The organisation may apply the ASC ecolabel on certified products after approval by MSCI for the products in the scope of certification.

This certificate is valid from 09 July 2021 until 08 July 2024  
Certified with SGS since 09 July 2018

Authorized by  
G.W. Brus  
Certification Manager



ASC Registration number:  
ASC-C-01926



# General Conditions of Service

## 1 General

- (a) Unless otherwise agreed in writing or except where they are at variance with the regulations governing services performed on behalf of governments, government bodies or any other public entity or the mandatory provisions of local law, all (phone or in-person) and all resulting contracts (electronically) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company only performs services for persons or entities (private, public or governmental) having instructions (hereinafter the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client agrees irrevocably authorizes the Company to deliver Reports of Findings to a third party where it is indicated by Client or, in its absence, where it implicitly follows from circumstances, even custom, usage or practice.

## 2 Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
- the terms of any standard order form or standard specific pass sheet of the Company and/or
  - any relevant trade custom, usage or practice, and/or
  - such methods as the Company shall consider appropriate as technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection, or testing operations carried out in accordance with the instructions of Client, and/or the assessment of such results on the basis of any technical standards, trade custom or practice or other circumstances which obtain in the professional opinion of the relevant person.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on these samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the test and to forward the results, and to confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the calibration of apparatus, instruments and measuring devices used, the qualifications, actions or omissions of third party personnel or the accuracy of results.
- (e) Reports of Findings issued by the Company will reflect the facts as ascertained by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the objective parameters specified as provided for in clause 2(a). The Company is under no obligation to note to, or report upon, any fact or circumstances which are outside the specific instructions received or objective parameters specified.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorizes Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents, including engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend to restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, undertakes the place of Client or any third party, nor releases them from any of their obligations, nor assumes, assumes, obliges, also gains or undertakes to discharge any debt of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion, after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

## 3 Obligations of Client

### The Client will:

- ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to minimize or identify any obstacles to, or interruptions in, the performance of the services;
- supply, if required, any special equipment and personnel necessary for the performance of the services;
- ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and not rely, in this respect, on the Company's advice whether required or not;
- refrain from Company in advance of any incident, damage or danger, actual or potential, associated with any order of samples or testing (including, for example, presence or risk of radiation, toxic or volatile or explosive elements or materials, environmental pollution or persons);
- fully exercise all its rights and discharge all its liabilities under any relevant laws or other contracts with a third party and at law.

## 4 Fees and Payment

- (a) Fees not established between the Company and Client in the fees schedule attached as a contract to each order shall be at the Company's standard rates which are subject to charges and all applicable taxes shall be payable by Client.

(b) Unless a longer period is established in the invoice, Client will promptly pay on later than 20 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") and insofar to the Company failing which interest will become due at a rate of 1.5% per month for each other period may be established in the invoice from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or delay payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may effect its legal action for the collection of unpaid fees or any court having competent jurisdiction.

(e) Client shall pay all of the Company's individual costs, including attorney's fees and related costs.

(f) In the event any unforeseen or extra or expensive work in the course of carrying out the services the Company and insofar to which Client shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

(1) the amount of all non-reimbursable expenses incurred by the Company, and

(2) a proportion of the service fee equal to the proportion of the services actually carried out.

## 5 Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

(a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days of notice of such failure has been notified to Client; or

(b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

## 6 Liability and Indemnification

### 6.1 Limitation of Liability

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss in damage should obtain appropriate insurance.

(2) Reports of findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client or any third party for any actions taken or not taken on the basis of such Reports of Findings or for any incorrect results arising from mistakes, omissions, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$ 20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation, loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be initiated by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless and in brought within one year from:

(a) the date of performance by the Company of the services which gives rise to the claim; or (b) the date when the services should have been completed in the event of any alleged non-performance.

(7) Intentionally done, Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims, actual or threatened by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, suspended performance or non-performance, of any services.

## 7 Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or diminished thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly induce, encourage or cause any effort to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

## 8 Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitral panel shall take place in Paris, France and be conducted in the English language.