



Certificate

## Easyfish S.L.

C/ Rutla 1976  
17003 Girona  
Spain

This is to certify that the MSC 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 MSC website at <http://cert.msc.org/supplierdirectory>.

The organisation may apply the MSC 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



MSC Registration number:  
MSC-C-56755

Authorized by  
G.W. Brus  
Certification Manager



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Any other holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Clients instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.



# General Conditions of Service

## 1 General

- (a) Unless otherwise agreed in writing or except where they act in writing with (i) the regulatory governing services performed on behalf of governments, government bodies or any other public entity or (ii) the regulatory professions of local law, all other in written and all resulting contractual relationship between any of the affiliated companies of SGI SA or any of their agents leads a "Company" and Client (the "Contractual Relationship") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions thereunder, 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 hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so indicated by Client or, at its discretion, where it explicitly follows from circumstances, trade custom, usage or practice.

## 2 Precision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as referred by the Company or in the absence of such instructions:
  - (i) the terms of any standard order form or standard specification issued by the Company; and/or
  - (ii) any relevant trade custom, usage or practice; and/or
  - (iii) such methods as the Company shall consider appropriate in technical, operational or other financial grounds.
- (b) Information stated in Reports of Findings is based on the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company examine any third party information, Client agrees that the Company's sole responsibility is to be assessed at the time of the third party's intervention and to forward the results or confirm the occurrence, at the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded 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 alternative perspectives applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or applicable for standard practice.
- (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 require documents reflecting 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, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor assumes, avoids, shifts, gives or undertakes to discharge any duty 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 have no liability or responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be asked a handling and freight fee if samples are returned. Special disposal charges will be asked if required.

## 3 Obligations of Client

- The Client will:
- (a) 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;
  - (b) 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 eliminate or remedy any obstacles to, or interruptions to, the performance of the services;
  - (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
  - (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
  - (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any work or activities or testing involving, for example, presence or risk of radiation, toxic or explosive elements or materials, environmental pollution or poisons;
  - (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contracts with a third party and at law.

## 4 Fees and Payment

- (a) Fees and expenses between the Company and Client at the time the only applied to a contract is negotiated shall be, at the Company's standard rates unless in writing to Client, and all applicable taxes and be payable by Client.

- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company being which interest will become due at a rate of 1.5% per month (or inclusion rate 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 defer payment of any sums due to the Company on account of any dispute, claimed claim or set off which is any claim against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavor to advise Client and 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:
  - (i) the amount of all non-refundable expenses incurred by the Company; and
  - (ii) a proportion of the agreed 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 (or such longer period as 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

- (a) **Limitation of Liability:**
  - (i) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - (ii) 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 nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
  - (iii) 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.
  - (iv) The liability of the Company in respect of any claim for loss, damage or expense of any nature and however 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\$ 25,000 (or its equivalent in local currency), whichever is the lesser.
  - (v) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of productivity, loss of goodwill and cost of product recall. It shall not have no liability for any loss, damage or expenses arising from the claims of any third party including, without limitation, product liability claims that may be incurred by the Client.
  - (vi) 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 expenses, notice and is brought within one year from:
    - (i) the date of performance by the Company of the service which gives rise to the claim; or
    - (ii) the date when the service should have been completed in the event of any alleged non-performance.
  - (vii) Indemnification: 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 expenses arising relating to the performance, purported 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 impaired thereby.
- (b) During the term of providing the services and for a period of one year thereafter Client shall not directly or indirectly induce, encourage or make any offer 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

- These general conditions, contracts, all disputes arising out of or in connection with Contractual Relationship hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of law 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 arbitration shall take place in Paris, France and be conducted in the English language.