



Date, Place

**SERVICE AGREEMENT FOR AUDIT AND APPROVAL SERVICES****General Conditions of the Agreement:**

This Audit and Approval Service Agreement ("**Agreement/Service Agreement**") is entered into by and between **Control Union Gözetim ve Belgelendirme Ltd. Sti.** (hereinafter: "Control Union") incorporated and existing under the laws of Turkey, with its registered office at Cinarli Mah. Sehit Polis Fethi Sekin Cad. No: 3 Sunucu Plaza K:11 Konak, Turkey, registered with Trade Registry number of 1297451,

and

..... (hereinafter "The Client")

Sample Address

Sample Post Code

Sample City

Country

Trade Registry No:

Mersis No:

On the date ..... ("**Signature Date**").

Control Union and the Client will hereinafter be referred individually as a "Party" and collectively as the "Parties".

**Scope of Services**

Upon agreement by both parties Control Union shall provide services as defined in the products, units and processes ("**Services**") listed in the Annexes of this Agreement.

The services are subject to the Documents as listed in Annex III Normative Documents (hereinafter: Documents) to this Service Agreement. In its assessments, Control Union will assess whether the agreed conditions are met by the Client.

This Agreement consists of General Conditions, Annex-1 Scope and Items, Annex-2 Fees, Annex-3 Normative Documents and Annex-4 Special Conditions of the Agreement and all these documents have become an integral part of the Agreement. All these documents will be evaluated together in the interpretation and implementation of this Agreement.

**Client's Obligations**

The Customer shall promptly notify Control Union of any issues that may affect its ability to continue to fulfill this contract and its annexes. These changes may include legal, commercial, organizational status or ownership, organizational, management (e.g. manager, decision-making or technical staff, staff authorized to access the CUGB database), contact address and sites or product(s), process(s), service(s), and / or any changes, including changes to the management system. Upon these changes, Control Union reserves the right to terminate the Agreement unilaterally.

In case of changes and/or additions to the SDS/ structure/ recipe/ raw material/ raw material supplier/ production method/ technology of the product, CUGB should be informed.

Service Agreement No: Offer.Company Name.Year

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The Client is obligated to refrain from acting in such a way that could adversely affect a Control Union mark of conformity and/or a Control Union Letter of Approval.

In case of any change in the relevant legislation or practice, Control Union will request additional information and additional documents, and if necessary, it will be able to make regulations and changes within the scope of the service it provides in accordance with the change in legislation or practice. In case the information and documents requested within the scope of the legislation and application changes are not provided, the Client will not be able to claim that Control Union provides incomplete service.

Control Union has the right to collect the damages that will occur within the scope of the Agreement against the receivables or debts of the Client from group companies of Control Union and/or 3<sup>rd</sup> parties by means of set off or counterclaim.

### **Fees and Charges**

Based on the scope of Services provided by the Client and accordingly by Control Union, Control Union has calculated the fees listed in Appendix II.

The Client shall pay to Control Union all fees and charges in full before Control Union makes the initial assessment. The fee is based on the number of days required to perform the assessment. Days of travel (if applicable), travel and accommodation, living costs, costs of analysis and approval (e.g. administrative, letter of approvals, sending letter of approvals by registered mail, etc.), additional assessment visits that Control Union deems reasonable and necessary, dues, including but not limited to additional assessment visits that Control Union deems reasonable and necessary, will be based on actual costs and invoiced in accordance with the terms of the Documentation. Control Union reserves the right not to provide the Services if fees and dues are not paid. In such a case, the claim that Control Union violated the Agreement and failed to perform the Services will not be accepted.

At the end of the year, the actual fee incurred by the Client will be calculated and the remaining balance will either be collected or refunded to the Client, depending on whether the said balance is positive or negative.

In case Control Union has not received payment of an invoice sent for an assessment visit two weeks prior to such visit, the assessment visit may be cancelled. In case of cancellation of the assessment visit, either by the Client or by Control Union, all costs already made for the assessment visit such as but not limited to costs in connection with flight tickets, visa, etc. will be charged to the Client.

All fees and charges due by the Client will be invoiced by Control Union on an annual basis, and will be paid in thirty (30) days as of the date of invoice. Failure to pay by the Client within this period will result in the cancellation of the service by Control Union before the completion of the assessment process, resulting in a delay in the assessment or suspension of the Client's letter of approval with immediate effect; this suspension period may remain in effect until and including the expiration date of the letter of approval. In this case, the Client will not be able to claim any damage (direct-indirect, positive or negative), right or receivable due to the cancellation and/or suspension of the letter of approval.

On the invoice issuance date, the Client is invoiced in TRY based on the CBRT foreign exchange sales rate, and the payment is made in TRY based on the exchange rate on the invoice date. For Clients who pay in foreign currency, an invoice for foreign exchange difference is issued or requested from the client. In the period from the date of the agreement to the invoice date, any increase in VAT or any other duties, fees, foreign exchange differences and other rates are directly reflected to the Client.

In other words, the Client declares that the fees and dues on the date of the Agreement may differ from the fees and dues on the invoice date and that he/she accepts this issue.

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### **Confidentiality and Personal Data**

Control Union will take all necessary measures to ensure that all information obtained in connection with the assessments made is considered proprietary information and therefore treated as confidential, and will not disclose this information to any third party without the prior written consent of the Client, except where required by law or any applicable legislation. Within the scope of the agreement and in connection with the subject matter of the agreement, the Client accepts and undertakes in advance that it consents to the sharing of the information it has shared with national and/or international Certification Agencies and other institutions.

The Client agrees and undertakes that all information obtained regarding the assessment method used by Control Union is confidential and will not disclose this information to a third party without the prior written consent of Control Union.

This confidentiality clause will remain in effect during the term of the Agreement and for an indefinite period of time even if the Agreement is terminated. The Parties accept, declare, and undertake that they will fulfill all obligations imposed on them under the Law on the Protection of Personal Data No. 6698 and the relevant legislation ("KVKK"), in other words, the personal data within the scope of the Agreement will be processed in accordance with the purpose of the Agreement, in connection with and limited to the purpose of process, to the extent required by the business, service and/or legal obligations defined under the Agreement, to preserve it until the end of the period required for the fulfillment of its legal and/or contractual obligations, and to delete, destroy or anonymize personal data in case the reasons for processing disappear.

### **Liability and Rights**

Violation of this Agreement and/or failure to show the necessary skill and care by Control Union shall be liable for direct damages to the Client due to any willful misconduct and gross negligence. However, this liability of Control Union shall in no circumstance exceed the total aggregate sum equal to 10 (ten) times the amount of the fee or commission payable for the Services required under this Service Agreement. In no event shall Control Union be liable for the Client's indirect damages.

The Client will preserve Control Union, its officers, employees and sub-contractors against any and all damages and the Client will be liable for all claims and damages that may be brought against Control Union in connection with this Agreement due to the Client's failure to comply with any law, regulation, rule or instruction or the provisions of this Agreement, and if Control Union has to pay any amount, it will immediately indemnify Control Union at its first request.

By signing this Agreement, the client allows Control Union to transmit to Global Organic Standard Gmbh the company name, address, total number of audited units, approved products and standards, approval dates and similar information. If the client does not want the information transmitted to GOTS to be public, he must notify Control Union in writing.

The Client shall agree to receive email communication from GOTS directly with GOTS in regard to approval and standards.

The Client shall acknowledge GOTS's right to change the standard and approval requirements and that approval is conditional on conforming to a new or revised version of the applicable standard and new or revised approval requirements within the timeframes established by the GOTS.

The Client shall consent to GOTS and the accreditation body having the right to observe audits conducted by the certification body.

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The Client shall accept that the accreditation body also has the right to conduct audits of the client, including semi-announced audits, unannounced audits, and conformation visits, for the purpose of monitoring certification bodies conformity with GOTS requirements.

The Client shall accept that the accreditation body and GOTS may become engaged in the case that a complaint or appeal escalates beyond the certification body's authority and agree to cooperate with investigations;

- Customer acknowledges that GOTS has been granted access to customer data. (Each of the GOTS staff has signed the conflict of interest and privacy statement.)

The Client commitment to comply with the relevant criteria of the GOTS, the manual for the implementation of GOTS, the CUGS (the conditions for the Use of GOTS Signs), and other provisions of the GOTS approval program, as provided by the Global Standard gGmbH;

Control Union has the right to transfer/assign its rights and receivables in the Agreement to third parties.

The client has authorized the use of its title, logo, emblem and signs in all advertisements, promotions, marketing and similar activities to be carried out by Control Union. In the meantime, the Customer has consented for the sending of commercial messages regarding the services of Control Union during the Agreement and even after the Agreement has expired.

The customer also allows the name, surname, phone number and e-mail address of the contact person to be stored in the GOTS database and to be published as the commercial representative of the company with a confirmation letter on the website [www.global-standard.org](http://www.global-standard.org).

The legal basis for data processing with the voluntary consent of the customer is Article 6(1)(a) GDPR. Control Union Gözetim ve Belgelendirme Ltd. Şti.; Çınarlı Mah. Şehit Polis Fethi Sekin Cad. Sunucu Plaza K:11 Konak, İzmir (hereinafter referred to as "CB") and Global Standard gGmbH; Augustenstrasse 84 A; 70178 Stuttgart; Germany; E-mail: [mail@global-standard.org](mailto:mail@global-standard.org) (hereinafter "GOTS") shares responsibility.

The client may at any time notify the CB or GOTS of the withdrawal of the authorization. As a result, GOTS will not be able to continue processing data depending on this permission. For more detailed information about GOTS' personal information, your rights and contact details, you can review GOTS' privacy policy at <https://www.global-standard.org/data-privacy.html>.

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The client has authorized the use of its title, logo, emblem and signs in all advertisements, promotions, marketing and similar activities to be carried out by Control Union. In the meantime, the Customer has consented for the sending of commercial messages regarding the services of Control Union during the Agreement and even after the Agreement has expired.

### **Validity and Termination**

This Agreement enters into force on the date it is signed by the Customer (hereinafter "Effective Date") and remains in effect for a period of 12 months.

Unless either Party notifies the other Party in writing of its termination request, 90 (ninety) days before the end of the term of the Agreement, this Agreement will automatically be extended for 1 year. (hereinafter referred to as the "Extended Term").

No change or variation of this Service Agreement and any subsequent amendments shall be valid unless made in writing

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and accepted by both Parties.

The customer undertakes to comply with the relevant criteria of GOTS, the application guide of GOTS, CUGS (the conditions for the Use of GOTS Signs) and other provisions of the GOTS approval program provided by the Global Standard gGmbH.

This Agreement is signed by and between,

**Control Union Gözetim ve Belgelendirme Ltd. Sti.**

Name of Legal Representative: \_\_\_\_\_

Position of Legal Representative: \_\_\_\_\_

Date and Place : \_\_\_\_\_

Signature : \_\_\_\_\_

and

**Client**

Company name : \_\_\_\_\_

Name of Legal Representative: \_\_\_\_\_

Position of Legal Representative: \_\_\_\_\_

Date and Place : \_\_\_\_\_

Signature : \_\_\_\_\_

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By signing this Agreement, the Client accepts this Agreement and binds itself to comply with its obligations.

In addition, the Client confirms that the Application Form has been filled in correctly and that this Application Form is an integral part of the Agreement between Control Union and the Client.

The following annexes apply to this Agreement:

Annex I: Scope and Elements

Annex II: Fees

Annex III: Normative Documents

Annex IV: Special Terms of the Agreement

**ANNEX I to SERVICE AGREEMENT: Scope Elements**

<b>Name and version of Standard:</b>
Global Organic Textile Standards (GOTS) Approval of colourants and textile auxiliaries

**Location(s):**

Name:	
Address:	
ZIP:	
City:	
Province:	
Country:	
Processes:	

Name:	
Address:	
ZIP:	
City:	
Province:	
Country:	
Processes:	

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**ANNEX II to SERVICE AGREEMENT: Fees\***

Based on your application form, the annual license fee for (re-)evaluation approval will be 800€. Additionally, the fee per assessed dye or processing aid will be:

- GOTS Registration fee of 25€ per approved and listed trade name of a chemical input (This fee will be forwarded to the coordinating body of GOTS) .
- 50 € the supplier, complete the checklist accurately yourself

This checklist is available on <http://www.controlunion.com.tr>

- Additives Annual Fee, 5 euros per registered additive which is subject to a minimum of 150 euros fee. (Up to 30 products)<sup>3</sup>

If the approval decision is positive the annual licence fee includes:

- Annual re-assessment of all approved chemicals and an annually renewed Letter of Approval
- Inclusion of your project on the GOTS website. Your approved substances will be placed in GOTS, which is available for the public through the search application of our website <http://www.controlunion.com>
  - (i) Expenses for analyses (if necessary);
  - (ii) Expenses for imperative additional assessment time (Follow-up audits etc)
  - (iii) Auditors' travel expenses and subsistence costs (if needed)
  - (iv) CUGB's expenses incurred for sending certificates and samples by registered mail, which will be charged to The Client account based on CUGB's actual expenses;
  - (v) Additional services if requested
  - (vi) Logo Assesment is 50 € per application
  - (vii) VAT (18%)

<sup>1</sup>This fee is not an annual one but payable for registration to each general new version of the standard (general revisions are schedule every 2-3 years)

<sup>2</sup> With effect from 01 March 2011

<sup>3</sup> With effect from 01 February 2022

Item	Description	Qty.	Unit	Price	Tax
Annual Fee	GOTS Approval of Colourants and Textile Auxiliaries	1	Day	800 EUR	18.0%
Audit Fee (For Formulators)	GOTS Approval of Colourants and Textile Auxiliaries audit fee men-date per version revision (for formulators)	1			18.0%

\*The assessment time calculation is based on formal rules and guidelines in accordance with the Documents.

\*\* Any sampling or analysis costs, travel expenses or other necessary subsistence costs, including, but not limited to accommodation, will be invoiced additionally to the above invoicing items.

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### ANNEX III to SERVICE AGREEMENT: Normative Documents

The following documents (hereinafter referred to as "documents") can be applied to this offer letter, and by signing and returning this offer letter, the customer accepts all the terms and conditions stated in the documents, in accordance with the Global Organic Textile Standard (GOTS). Entries agree to participate in the Approval Program.

#### Control Union Documents:

Control Union Gözetim ve Belgelendirme Ltd. Sti.	CU'nun Sözleşmesi'nin Genel Şartları	<a href="https://certifications.controlunion.com/en">https://certifications.controlunion.com/en</a>
	CUC Inspection Regulations	<a href="https://certifications.controlunion.com/en">https://certifications.controlunion.com/en</a>
	International Federation of Inspection Agencies Terms and Conditions of Business 1999	<a href="http://www.ifia-federation.org/content/ifiamembership/terms-conditions/">http://www.ifia-federation.org/content/ifiamembership/terms-conditions/</a>

#### Approval standard(s) Documents

Global Organic Textile Standard (GOTS)	Global Organic Textile Standard (GOTS)	<a href="http://www.global-standard.org/">http://www.global-standard.org/</a>
	Manual for the Implementation of GOTS	
	Conditions for the Use of GOTS Signs	
	Approval Procedure and Requirements For Certification Bodies	

If you request a copy of the above-mentioned documents, it will be sent to you.

Product approval decision is based on document review and/or physical visit. However, the CUGB reserves the right to evaluate, re-evaluate or test/have the approved product.

After signing this letter of offer and agreeing on all the documents and conditions thus specified, CUGB initiates the evaluation process of the products submitted for approval by your company. Evaluation is made based on SDS and other relevant information submitted to CUGB regarding the product(s). Within six weeks, the CUGB will give you the result of the evaluation (with or without ISO 17025 approved laboratory test results). If the results of the products comply with the requirements, your company will be given an approved list. If your products do not comply with the regulations, they will not be approved and you will be notified in writing.

Products submitted for evaluation that are not approved can reapply with the relevant and sufficient information and additional documents in the SDS.

The customer applies for evaluation of certain products; CUGB acknowledges that these products are produced with the same ingredients and prescriptions in one or more manufacturers worldwide.

According to the GOTS labeling guide published by GOTS gGmbH, companies with approved chemicals may not be allowed to use the GOTS approval letter mark.

By signing this letter of offer, you authorize CUGB to forward the following documents to the GOTS working group:

- The company name;
- Company address;
- Trade register number;
- Mersis No.
- Current Approved List: This information will be used by other Approved Certification Bodies to determine whether specific chemical products can be used in GOTS approved production systems.

By signing this offer letter; You confirm that the products to be evaluated are prepared and produced in accordance with the prescription specified in the SDS of the product in question and in the technical documents of the products submitted to us.

By signing this offer letter; you confirm that your company has a complaints procedure and that the complaints are recorded. You agree that this procedure and grievance records will be made available to CUGB upon request.

CUGB has the right to share this information with other GOTS approved Certification Bodies and authorities (certification bodies or accreditation bodies) to verify the information.

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## ANNEX IV: Special Terms of the Agreement

Terms of Contract applicable to the audit and approval activities

### 1. Applicability and validity

- a. These ToC shall apply to all quotations and offers (of the Agreement) issued by Control Union G zetim ve Belgelendirme Ltd. Sti. (hereinafter: "Control Union") and to any agreements signed by and between Control Union and the Client for the provision of Services (defined below) to the Client by Control Union.
- b. If any provision of these ToC or any part thereof shall be found or regulated to be invalid, void or unenforceable, the remaining provisions shall in no way be affected and remain in full force and effect.

### 2. Offers and Agreements

- a. By signing this Service Agreement, the Parties shall accept that the Service Agreement, the letter of approval and its annexes to be given within the scope of this Service Agreement, all the protocols, commitments, agreements and similar documents to be signed by the Parties regarding this Service Agreement in the future (hereinafter together "Documents") as an integral part of the Service Agreement and comply with them. Control Union will promptly notify the Client of any change(s) to the Documents and indicate the time required to complete full compliance with changes in documents.
- b. Control Union and the Client agree to be bound by and to comply with all the terms and conditions of the Service Agreement, including any supplements thereto and all other Documents referred to in the Service Agreement.
- c. All offers or quotations issued by Control Union shall be without any obligation unless explicitly stated otherwise in the offer.
- d. All offers and quotations are valid for the period as mentioned in the offer concerned. If no period of validity is mentioned, the offer will be valid for two (2) months after the day on which the offer was submitted by Control Union.
- e. The Service Agreement (including Annexes and Documents) constitutes the entire agreement between Control Union and the Client to the subject matter described therein and shall supersede all previous commitments, arrangements, or agreement (whether in oral or in writing) between the Parties for the comparable scope of approval service.

### 3. Obligations and restrictions of the Client

- a. The Client represents and warrants that it is authorized to sign and perform the obligations under the Service Agreement and that the execution or performance of the Service Agreement will not violate or infringe the rights of any third party or break any law. The Client shall refrain from acting in a manner that could adversely affect any Control Union mark of conformity and/or Control Union service and shall take all necessary measures to do so.
- b. The Client shall not transfer all or part of its rights or obligations under the Agreement and/or Documents and Annexes, or performance, except with the prior written consent of Control Union. The Client's transfer of its obligations under the Service Agreement in any way without the consent of Control Union is void.
- c. The Client must, upon request of Control Union, withdraw and/or rectify any misleading or incorrect publications, statements, or information with regard to Control Union's proprietary activities. Otherwise, in the event that Control Union incurs any damage, the Client is obliged to immediately compensate for such damage at the first request of Control Union.
- d. The Client shall:
  - when it meets the requirements of the Documents, be entitled to use the applicable mark(s) of conformity on products which have been approved by Control Union and for which it holds a valid product letter of approval;
  - refrain from using or referring to a (quality) management system service mark or letter of approval granted by Control Union in any way that may be interpreted as denoting product conformity;
  - not ever use a service granted by Control Union for activities or products for which it was not issued;
  - when using a mark of conformity or making reference to the service granted by Control Union, at all times comply with the requirements imposed by Control Union or as specified in the Documents;
  - in case the Client provides copies of the approval documents to other (third) parties, reproduce the documents in their entirety or as specified in the Documents.
- e. Client shall immediately notify Control Union when it becomes aware of any misuse and/or unauthorized use of a conformity mark or any misleading or false publication referring to Control Union or the Documentation.
- f. The Client is obliged to accept any assessment by the Certification Body, it's Accreditation Body, the Scheme Owner or Scheme Administrator, a Governmental Body or any other formally appointed body in conformance with the Documents.
- g. The Client shall be responsible for all (direct and/or indirect, negative and/or positive) losses incurred by Control Union due to the Client's non-compliance with the terms of the Agreement and the relevant national and international legislation.
- h. The client will keep a record of all complaints made to it regarding compliance with approval requirements and submit it to Control Union when requested and to the Scheme Owner where necessary; and
  - a) It will take appropriate actions against such complaints and any defects that affect compliance with the approval requirements identified in the products.
  - b) It will document the activities carried out.
- i. The Client accepts, declares and undertakes that it does not and will not have GOTS services with another certification body at the same time.
- j. For evaluation purposes, the Client allows Control Union to share information about its processes, products and approval status with other GOTS approved certification bodies, accreditation bodies and Global Standard GmbH.
- k. The Client is responsible for the accuracy of any information and document given to Control Union within the scope of this Agreement. The sole addressee of any demand, lawsuit and claim that may arise due to the information or document provided by the Client or the violation of the relevant legislation or its fault during the term of the agreement or after its expiry for any reason is the Customer.
- l. In the event that this Agreement is terminated for any reason, the Client shall immediately terminate the use of the Documents and Conformity Marks used under the Agreement. Otherwise, it accepts and undertakes to pay all direct and indirect damages of Control Union.

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**4. (Performance of) Services**

- a. Control Union's standard services may include all or any of the following (hereinafter: the "Services"): Audit and Approval of products, processes, services, processing and/or production units or management systems of the Client stated in the Service Agreement (hereinafter: the "Object") according to the applicable Documents (as mentioned in the Service Agreement). audits are defined to include: assessments, audits, inventories or surveillance.
- b. Control Union will provide the Services as further stipulated in the Service Agreement for the approval of the Object in accordance with the terms and conditions set out in the Service Agreement and the Documents (including these ToC). The Client acknowledges that any Services provided by Control Union are performed within the limits of the scope of services agreed upon between the Parties.
- c. In performing the Services under the Service Agreement, Control Union will employ professional personnel with the skills, experience and competence in order to execute the Services in an appropriate way.
- d. Control Union reserves the right to delegate the performance of its obligations under the Service Agreement to any of its affiliates and/or reputable service provider (hereinafter: the "Sub-Contractor(s)"), provided, however Control Union shall be and remain fully responsible for the acts, omissions and defaults of any duly appointed Sub-Contractor as if they were the acts, omissions or defaults of Control Union. Control Union may disclose to its Sub-Contractors any Confidential Information (as defined below) necessary to perform the Services.
- e. Control Union will conduct announced and/or unannounced audits at least once a year. All costs related to additional audits that Control Union performs or performs at its sole discretion will be covered by the Customer's account. These costs will be based on the annual fee agreed by and between Control Union and the Client and will be charged on the basis of costs actually incurred.
- f. The Client shall duly provide all cooperation reasonably required for the proper and timely execution of the assessment and shall provide full access to all information and facilities that relate to the scope of this Service Agreement. The Client shall make all required arrangements for the accomplishment of the assessment activities. The Client shall duly make available to Control Union any and all information and documents that Control Union deems necessary, in the specified form and manner, and shall guarantee the correctness, completeness and reliability of said information and documents and guarantee that such information or documentation is not misleading in any respect. The Client shall be responsible for any damages (direct-indirect, negative-positive) that Control Union may incur due to incomplete, fake and misleading information and documents to be submitted by the Client, and therefore, if Control Union shall in no way be liable if it cannot perform the Service. In addition, Client will not provide access to all areas, buildings and units covered by the assessment without prior notice to Control Union and parties involved in the approval process (see 3.6) and will arrange personnel and equipment to perform assessment activities. The Client shall ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the assessment. It shall take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the assessments and immediately inform Control Union in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- g. Control Union takes reasonable steps to ensure that the Client complies with all health and safety regulations in the performance of the Services located on the Client's premises, provided that the Client notifies Control Union fully, in a timely manner, and appropriately prior to the commencement of the Services (these regulations do not prevent the correct performance of the Service).
- h. If so required by the Documents for the purpose of verification, samples for analysis must be made available by the Client and must be placed free of charge at the Control Union's disposal. Control Union will not hold any responsibility for the accuracy of the results of such analyses.
- i. Control Union specifically disclaims any representations or warranties, expressed or implied regarding the Services, including any implied warranties arising from course of dealing or course of the performance of the Services. The representations and warranties set forth in the Service Agreement (including these ToC) are the only warranties made by Control Union and shall not be enlarged or diminished without Control Union's prior written consent.
- j. Control Union is neither an insurer nor a guarantor and disclaims all liability in such capacity.

**5. Reports and Letter of Approvals**

- a. Any Report or Letter of Approval provided by Control Union and the copyright contained therein (any financial right; dissemination, processing, reproduction, public offering and other...) shall be and remain the property of Control Union and the Client shall not alter or misrepresent the contents of such Reports and Letter of Approvals. No license, right or option under any patent, copyright, trademark or equivalent rights is granted by this Agreement. The Client has the right to make copies for its own internal purposes only if deemed necessary under this Agreement, with Control Union's written approval, expressly stating that it is a copy.
- b. Any Report issued to the Client shall be only for the Client's use and benefit, and cannot be shared with third parties in any way or condition.
- c. The Client understands and acknowledges that reliance on any Report or Letter of Approvals issued by Control Union is limited to the facts and representations set out in such Report or Letter of Approval which represent Control Union's findings at the time of the performance of the Services.
- d. Control Union letter of approval is granted to the Client on a non-exclusive basis.
- e. The letter of approval shall be valid until the expiration date mentioned on the letter of approval, provided that:  
there were no deviations, alterations and/or other changes on the production methods and units at the date of audit; as long as such production methods and production units are documented based on this assessment and the Service Contract is not terminated for any reason whatsoever.
- f. Verbal or written confirmations or agreements made by or with Control Union personnel shall not be binding on Control Union. Only upon taking a formally substantiated approval decision by Control Union shall a letter of approval be granted to the Client.

**6. Confidentiality**

- a. Where Control Union obtains confidential information of the Client in relation to the performance of the agreed approval services, it shall, subject to Clause 6.2 and 6.3:
  - keep that information confidential, by applying the same care that it uses for its own confidential information
  - use that confidential information only for the purpose of the Service Agreement and share where necessary
  - not disclose that confidential information or give access to that confidential information to a third party, without the prior written consent of the Client, except to the extent required by law and/or the Documents.
- b. To gain and maintain confidence in approval services, Control Union will provide appropriate access to, or disclosure of, non-confidential information about the conclusions of specific audits (e.g. audits in response to complaints) to specific interested parties.

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- c. It will not be considered as the disclosure of confidential information in the presence of the following matters:
- is or becomes generally known or available to the public without breach of this Clause;
  - is known to Control Union at the time of disclosure, or as evidenced by written records of Control Union;
  - is known or independently developed by Control Union and can be proven as such through written records of Control Union;
  - is disclosed to Control Union in good faith by a third Party who has an independent right to such subject matter and information; or
  - is required to be disclosed by law or any regulatory authority, provided that Control Union has given the Client written notice of the requirement to disclose and where possible give the Client the reasonable opportunity to prevent the disclosure through appropriate legal means.
- d. Control Union shall ensure that its affiliates and their personnel, officers, employees or Subcontractors fulfill their obligations under this paragraph.
- e. The Client agrees that Control Union may keep all information and documents related to the Services provided in its archive, as required by law or the rules of the relevant accreditation body, and share it with these organizations when necessary.

## 7. Confidentiality and Processing of Personal Data

The Parties, within the scope of this Agreement, obliged to comply with all regulations regarding the protection of personal data, in particular the Personal Data Protection Law numbered 6698 (the "Law") and the decisions of the Personal Data Protection Board, all regulations, procedures and principles regarding the protection of personal data and all other relevant legislation provisions that may come into force after the signing of this Agreement, and obtaining clear written consent from the data owners in cases where explicit consent is required. In case of violation, the party causing the violation is obliged to compensate for any damages that may arise before the other party, and the criminal responsibility belongs to itself. The parties accept, declare and undertake that the personal data to be shared for the performance of this contract is obtained in accordance with the Law. Parties are obliged to take all necessary technical and administrative measures to ensure the level of security appropriate for the purpose of use of Personal Data. In case of any unauthorized access to the Personal Data or if the personal data becomes accessible by third parties in any way in violation of this Agreement, the Parties shall immediately (on the same day) notify this situation to the Other Party and the Other Party shall provide all kinds of information, documents and support requested without delay to minimize the damage arising from this situation.

However, (i) Personal Data that has become available to the public, (ii) Personal Data that is required to be disclosed by an administrative institution or judicial authority pursuant to any applicable legislation, and (iii) Personal Data that has been made public by the Relevant Person, are out of scope of this Agreement.

In case the Customer's personal data is requested by the national and/or international accreditation or auditing institution or any administrative authority within the scope of this Agreement, the Client already consents to the sharing, transferring, processing of the personal data abroad by Control Union.

## 8. Marks of conformity

- a. The Client is entitled to use any applicable mark of conformity in accordance with the provisions and requirements stipulated in the relevant Documents (including but not limited to the relevant Document regarding the use of Control Union marks of conformity).
- b. The Client may use the relevant Control Union mark(s), for products for which Control Union has a valid product coverage letter of approval approved by Control Union and issued by Control Union.
- c. The Client shall upon receiving notice of suspension or withdrawal of its service, discontinue all use of communications that contain a reference to service, as instructed by Control Union, and revise all advertising materials accordingly when the approval service has been reduced.
- d. The right to use Control Union mark of conformity is granted to the Client on a non-exclusive basis.
- e. When referring to a product approval issued by Control Union in media such as documents, brochures or advertisements, the Client must always comply with the requirements as stipulated by Control Union or as specified in the Documentation.
- f. Details of Control Union's Brand and Logo Usage is located at <http://www.controlunion.com.tr/page/documents>. In case of misuse, Control Union reserves the right to claim all kinds of damages, including penal clauses.

## 9. Liability

- a. Nothing contained in the Service Agreement shall be construed so as to exclude or limit the liability of any party for death or personal injury resulting from the willful intent or gross negligence of said Party or any of its officers, employees or agents, or for fraudulent misrepresentation or to any extent not permitted by law.
- b. The Client shall promptly indemnify Control Union and its Subcontractors against all claims made by any third party for any loss, damage or expense of any nature whatsoever arising in connection with the performance of its obligations under this Agreement.
- c. Any claim by the Client against Control Union must be made within 60 days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within 60 day shall constitute a waiver of any such claim.
- d. The Client is obliged to take all necessary precautions to ensure that the Letter of Approval and Documents he has used are not used or imitated by third parties. If such a situation is determined by Control Union, the Client is obliged to immediately pay any damages incurred by Control Union at the first written request of Control Union.

## 10. Fees

- a. All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.
- b. any unforeseen problems or expenditures arise in the course of carrying out any of the contracted services, Control Union shall be entitled to request additional charges to cover additional time and cost necessarily incurred to complete the service.
- c. Control Union reserves the right to alter the agreed fee based on (inter)national index figures or the Company policy. Control Union will send a notification of a change in the fee structure to the Client at least three (3) months before the day it comes into effect.
- d. In case of cancellation of the assessment visit by either the Client or Control Union (due to non-payment of the invoice), all costs already made for the assessment visit including but not limited to costs for flight tickets, visa, vaccinations, etc. will be charged to the Client.

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- e. If the Client desires amendments or additions to the Service Agreement with regard to the unit(s), product(s), process(es) and/ or service(s) which must be assessed after the Service Agreement has been executed, the Client shall formally apply for these amendments or additions by means of an application form. Control Union shall provide the Client with an amended Service Agreement, covering the amended scope of approval service and any and all related adjustments in audit time allocation and costs.
- f. The Client shall pay, defend, indemnify and hold harmless Control Union and its affiliates from and against all taxes and charges (including any penalties, fines or interest thereon) imposed by any competent authority with respect to the Services performed by Control Union.
- g. The Client shall not be entitled to retain or defer payment of any sums due to Control Union on account of any dispute, counterclaim or set off which may allege against Control Union.
- h. Stamp duty arising from the Agreement will be paid by the Customer.

#### 11. Term and termination

- a. This Agreement may be terminated by the parties with immediate effect upon occurrence of any of the cases where bankruptcy or concordat proceedings are initiated against one of the parties, proceedings are initiated for the liquidation of one of the parties, or one of the parties is dissolved or becomes unable to pay its debts, or the business is partially or completely left to the administration of the liquidator, bankruptcy officer or trustee, voluntarily or otherwise.  
Or
  - If each party materially breaches its obligations under this Service Agreement and such breach is capable of remedy, the breach is not remedied within ten (10) business days of written notification of the breach; or
  - damages the other Party's name, reputation or business in any way;
  - the Client misuses the services obtained from Control Union in any way;
  - If the Client does not pay any amount owed to Control Union within one month after the expiration of the due date; it may immediately terminate the agreement without paying any loss, damage, compensation or penal clause.
- b. In case of termination of the Service Agreement by Control Union:
  - the Client shall upon receiving notice of withdrawal of its approval service return the letter of approval by registered mail to Control Union within one week after the termination of the Service Agreement;
  - all rights of the Client resulting from the Service Agreement shall terminate with immediate effect, including any rights to have units and/or products audited and/or approved;
  - Control Union shall not be obliged to refund the fee which has already been paid by the Client;
  - Control Union shall be obliged to maintain confidentiality regarding the Information to the extent possible, except to the extent it must disclose such Information as required by law or by the terms of the Documents;
  - the Client may no longer use Control Union trademark and/or letter of approval, shall withdraw these indications and/or letter of approval, and shall inform Control Union about this.
  - In the event that the contract is terminated due to the Client's fault, Control Union will demand that the Client be compensated for all direct and indirect damages incurred without the need for a court decision.
- c. Any term that is intended to survive termination of the Service Agreement will survive expiration or termination of the Service Agreement.
- d. Control Union may also terminate the Agreement at any time without paying any loss, damage, indemnity or penal clause, with 30 days' prior written notice.

#### 12. Objections

- a. The Client may object a service of Control Union, or request to Control Union to review a decision that relates only to the audit clause (hereinafter: "Objection(s)").
- b. Objections must be received by Control Union within 6 (six) weeks after the audit decision, or approval decision and shall be submitted to Control Union's office in accordance with the CU Objection Regulation (which can be consulted and downloaded at: <http://controlunion.com.tr>).
- c. Appeals shall be in writing and will only be made in English or Turkish.
- d. The Client acknowledges that Control Union may reject an Objection and will not handle such Objection if the Client fails to comply with Clause 11.a or 11.b of these ToC.
- e. All objections or request under this Clause will be handled in accordance with the CU objection regulation and Control Union shall inform the Client of the decision concerning the Objection together with the motivation thereof in writing and within 3 (three) months after receipt of the Objection.
- f. The Client shall keep records of and report to Control Union any complaints regarding those aspects of the products or management system covered by the Service Agreement.

#### 13. Disputes and applicable laws

- a. The Parties shall endeavor to settle amicably any disputes arising out of or relating to the Service Agreement. In the event, no settlement is reached regarding these disputes, İzmir or İstanbul Anadolu Courts and Execution offices shall have exclusive jurisdiction over the matter for all disputes which may arise between the Client and Control Union unless Control Union prefers another international competent court and unless the Parties agree on another competent court.
- b. The Service Agreement between the Client and Control Union shall be governed, construed, and enforced in accordance with the laws of Turkey, without regard to its conflict of laws rules.
- c. In addition to the outstanding debts and interests to Control Union, Control Union is entitled to claim all costs with respect to the overdue payment, such as collection costs.
- d. Control Union shall be discharged from all liability, damage or expenses unless suit is brought within six (6) months after the date of the performance by Control Union of the Service which gives rise to such claim or in the event of any alleged non-performance within six (6) months of the date when such Service should have been completed.

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14. Force Majeure

- a. In the event that any of the Parties does not fulfill any of its obligations under the Agreement at all or duly due to a Force Majeure, including but not limited to the ones stated below;
  - i. act of God (including, but not limited to, fires, explosions, earthquakes, drought, tsunami and floods);
  - ii. riot, (civil) war, hostilities (whether war be declared or not), invasion, act of terrorism, mobilisation, requisition, piracy, rebellion, revolution, insurrection of military or usurped power;
  - iii. epidemics; epidemic illnesses, pandemic
  - iv. maritime or aviation disasters;
  - v. any nationwide or state-wide strikes, lockouts or other labour hardship and shortage;
  - vi. shortage of or inability to obtain transportation;
  - vii. any government requisition, control or intervention, requirement or interference;
- b. faults of utilities (for example: telecommunications, internet, gas or electricity service providers)
- c. The Party in question shall, as soon as possible, and in any event, within 3 days of the onset of the Force Majeure, notify the other Party in writing, regarding the occurrence of the Force Majeure, the commencement date of the Force Majeure, the effects of the Force Majeure on its ability to fulfill its obligations under or in connection with the Agreement, and the estimated time.
- d. The relevant Party will use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of obligations under or in accordance with the Contract.
- e. Shall notify as soon as possible and in any event from the day the Force Majeure ends.
- f. The Party whose performance of the obligations is affected shall send a written notice to the other Party that the Force Majeure Condition has ended, and the performance of the affected obligations will continue to be performed in accordance with the terms of the Agreement as soon as possible.
- g. Provided that the Affected Party continues to perform its obligations under the Agreement, the other Party's payment obligation will also continue.
- h. In the event that any Force Majeure Event lasts for more than thirty (30) days without interruption, either Party may terminate this Agreement or the relevant part of this Agreement by giving at least (15) fifteen days' written notice to the other Party. In the event that the Force Majeure Event expires within the notification period, the notice of termination shall be deemed invalid immediately and the Contract shall continue as if the notice of termination had never been made.

15. Waiver

15.1 Except as otherwise provided in the Service Agreement, failure by either Party to exercise, or any delay in exercising, any of its rights or remedies provided under this Service Agreement (including these Terms and Conditions) or provided by the applicable laws shall not constitute a waiver of its rights or remedies or any other rights or remedies, nor shall it preclude or restrict any further exercise of its (other) rights or remedies.

16. Communication

- 16.1 All notices and other communications under the Service Agreement shall be affected in English or Turkish.
- 16.2 All notifications required under the Service Agreement will be made to the parties' addresses specified in the Agreement and/or valid e-mail address(es) ..... to be forwarded to each other.
- 16.3 Any notice or communication to be given under this Service Agreement shall be sent to the address set forth in the Service Agreement.
- 16.4 Unless the address change of any party is notified to the other party in writing, the notifications made to the addresses specified in the Agreement will be considered valid.
- 16.5 Notwithstanding the above, Control Union may provide any Documents in an electronic format (including its website).

This contract has been signed in two copies between the Parties on the Signing Date.

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