



Service Contract

Clients who ask services from Albinspekt can apply by sending filled in and signed the 9.1.002 Application Form and 9.1.002_a Annex of Application form for services. These documents will be signed by client and will be sent to Albinspekt with one of the following ways: email, fax, web page or registered mail.

The application form is published on www.albinspekt.com.

By sending the filled and signed application form and annex Albinspekt sends to the client the information package.

After receiving and evaluation of the application form, Albinspekt applies its inspection and certification procedure.

1. Inspection and Certification

Albinspekt is accredited according to ISO 17065 for inspection and certification services.

Inspection and certification services offered by Albinspekt ensure the credibility that the products certified are in conformity with the relevant regulations and Albanian applicable law.

Customers and Clients may trust on the services offered.

In order to ensure a better quality of the inspection process and the implementation of the regulations selected on 9.1.002 Application Form for Services, the inspection is done every year (at least once a year). The certification decision is taken after each inspection and is based on the outcomes during control process. The certification decision may be positive or negative, depending on the fulfilment of the requirements of the regulations, on the unit subject of certification.

2. Service Tariffs and payment modality

- a) The client will be informed for the service fees through "Document of Albinspekt Tariffs" in the moment he/she applies for inspection/certification and is published on www.albinspekt.com.
- b) In each case the client is required to be informed for the "tariffs" in the first moment of application. For this purpose, Albinspekt will inform the clients strictly.
- c) The payment of the tariff will be done on Albinspekt bank account given to the client.
- d) The invoices issued by Albinspekt will be paid within the deadline. All the costs for notifications of lack of payment, accumulated debt and all other legal cost will be billed to the client.

In case of default of these debts, Albinspekt reserves the right to refuse offering further services and to cancel immediately the contractual agreement, without previous notification.

3. Duties of the clients under control scheme

The Client, subject of Albinspekt control (inspection/certification) with the signing of this contract shall:

- a) Confirm that is known with the regulations under which asks for services by Albinspekt (see Application form) and shall apply them in all activities of his/her unit. The latest rules apply at any time.
- b) Confirm that after receiving certification, continuously produced products shall meet the requirements of the standards.
- c) Provide the requirement documents from the control system and to update them continuously.
- d) Give access to Albinspekt staff or authorized persons from Albinspekt, at production sites, to the changed data and the supporting documentation (e.g. delivery notes, invoices, etc.), personnel, equipment and customer subcontractors. This is applied at all the parts of the unit, within or not under the certification scheme, including subcontractors if Albinspekt sees it important at the inspection and certification process. Inspections may be carried out at any time.
- e) To make available to inspection staff all the products and materials with agricultural/livestock origin, and all the ingredients of agricultural origin and not agricultural (including as consequence, water, additives, flavourings, etc.) for analyses as required, for inspection and certification scope.
- f) To provide the opportunity to the control body to examine the complaints received. To keep data for all the complaints received for the products that are subject of inspection and certification, to take appropriate measures and to document the actions taken. To take the necessary measures regarding the complaints received and for the deficiencies found in the products, which affect the compatibility with the certification requirements; and to document the measures taken.
- g) To allow the participation of observers in the audit process if required.
- h) To accept the control procedures of Albinspekt including sanction system and obligatory measures.
- i) To pay any tariff of Albinspekt at the prescribed time limits.
- j) To inform for any essential changes of its situation or any activity related with the control system and product conformity, at the prescribed time limit.
- k) Not to trade products with the reference to certification until the re-certification of activity, due to changes occurred in (g) above.
- l) To implement the provisions of the regulations on the labeling of products and rules of references of Albinspekt certification (see www.albinspekt.com), promptly reporting any misuse, even from other operators. Behave according to Albinspekt with the media, related with the product certification (e.g. brochures, promotional or advertising material).

- m) To expose the certification only when referring, the scope, goals, products and, manufacturing sites for which the certificate is issued.
- n) Not to use the certificate to discredit the certification body and do not remark on the certification of products which can be considered not correct or not authorized by the Certification Body.
- o) To assure that the copies of the certification documents, which will be submitted to others, must be duplicates of the original image (produced in their entirety).
- p) In case of suspension or withdrawal of certification,
 - It is forbidden to use all the documents containing references on certification and/or is forbidden the use, in cases of withdrawal of certification, promotional materials that contain references to the certification. Every document is turned back with the request of the Certification Body.
 - It is communicated to the product purchasers, in writing the consequences of punishment, in order that any indication that refers to certification data to be deleted from this product.
- q) Use the certification only to indicate that products are certified according to the rules.
- r) To agree that the authorities and accreditation bodies associated with Albinspekt have the same access in buildings and information as Albinspekt.
- s) Authorize Albinspekt to subcontract services, e.g analyses for residues or GMO.
- t) Immediately notify Albinspekt, in writing, fax or email for events that that may represent a potential violation of certification requirements. Accept without prejudice to the possibility to make a complaint and penalties applied in accordance with national regulations, European Union or Albinspekt in force.
- u) When requiring certification and submit notification for production with organic methods to Albinspekt, shall be communicated:
 - The name of any body control, subject of which the client was before, and any penalties applied from the previous body control to the client.
 - If the production unit is at the same time subject of another body control.
- v) After the withdrawal of the inspection/certification system of Albinspekt and/or submission of a new notification to another body control, should be communicated to the new control body, any punishment applied from Albinspekt and still in force.
- w) The client is obliged to pay according to Albinspekt Tariffs published on the official website of Albinspekt.

4. Duties of Albinspekt

Albinspekt shall:

- a) Be responsible for its certification activities
- b) Consider confidential all the data and information about the client obtained from sources other than client
- c) Retain authority for its decision related to certification, including and granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification

5. Confidentiality

- a) All the data and information that comes from the client unit and his/her activities are considered as confidential. All the Albinspekt staff included in inspection/certification process has signed the Albinspekt confidentiality declaration, which regulates the handling of information that inspectors received during the inspection process.
- b) This article is not available for relevant authorities for carrying out the implementation of the requirements under the above regulations and / or rules of accreditation.
- c) Client allows Albinspekt to publish his/her certificate(s) at Albinspekt web site.

6. Appeals and complaints

- a) Every client has the possibility to appeals and complains the certification decision revived from Albinspekt, within the scope of the field of certification offered.
- b) Every complaint or appeal shall be submitted in writing near Albinspekt and will be treated from the Appeals Committee.
- c) This Committee assures reliability and impartiality of the certification system.

7. Final Provisions

- a) Any communication between the contracting parties that is relating with the signing of this contract, the fulfilling of the obligations of this contract, the realization of the rights that arise from this contract will be performed by e-mail, registered mail or fax;
- b) Every communication received from this address will have the same legal effect as the communication was conducted in writing and has the same probative force before the competent Court or any other public authority;
- c) This agreement will become effective upon signature from applicant and replaces any previous agreement between parties. This agreement will remain in force for a period not defined. This contractual relationship can be terminated from both parties, with a previous notification of three months from the planned date of its termination. Both parties reserve the right to terminate this contractual relation for force majeure.
- d) This contractual relation will terminate without further actions in cases when the client breaks the obligations or causes infringements that can cause financial damage to Albinspekt. In this case, he/she will bear the responsibility to cover the financial damages.
- e) If this contractual relation is not cancelled prior 31st of December of each year, Albinspekt automatically plan to offer the service for the next year.
- f) This contract is drawn in two languages (Albanian and English). This contract is governed by the Civil Code of the Republic of Albania and the relevant standards on which Albinspekt offers its services.
- g) All the disagreements shall be settled amicably between the parties. Otherwise the competent court for settling disputes arising from the implementation of this contract or the



resolution of this contract, will be Tirana District Court;

- h) This contract does not need to be signed by Albinspekt because Albinspekt recognizes and accepts the contents of this contract.

Date ___/___/___

Client:
