

Service Agreement

This service agreement ("Agreement") is entered into by and between:

Enter full legal name of Preferred by Nature invoicing entity with an address of enter address ("Preferred by Nature")

AND

Full legal name of the client with an address of enter address ("Organisation").

Preferred by Nature and the Organisation are collectively referred to as "Parties" and individually referred to as "Party".

1. Terms

- 1.1 As used in the Agreement, these terms have the following meanings when capitalised:

Accreditation Body – refers to any authoritative or third-party body that performs accreditation or approval of Preferred by Nature as a certification body.

Agreement – refers to this Agreement, including any appendices to this Agreement, documents included or referred to in this Agreement and any documents executed by the Parties modifying, varying, or replacing this Agreement.

Certificate/Statement – refers to the official document(s) attesting that an organisation has been certified/verified after a positive certification/verification decision.

Certification/Verification Requirements – refers to policies, standards, procedures, directives, and any other normative documents applicable to the certification/verification of the Organisation. The current versions of all normative documents can be found on Preferred by Nature's and/or the relevant Certification/Verification Scheme Owner's website. Preferred by Nature also maintains service fact sheets that include additional conditions and information related to specific certification and verification services and are available at www.preferredbynature.org.

Certification/Verification Scheme Owner – refers to the organisation responsible for developing and maintaining a certification/verification system for those certification/verification services provided by Preferred by Nature. For certain certification and verification services Preferred by Nature offers, Preferred by Nature is accredited or recognised by a third-party organisation, and for certain services, Preferred by Nature is the Certification/Verification Scheme Owner.

Certification/Verification Scope – refers to the boundaries and extent of the certification/verification in relation to the activities, sites, processes, and products of the Organisation.

Proposal – refers to the written document specifying the Certification/Verification Scope and cost of the services to be provided by Preferred by Nature to the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the Certification/Verification Scope or cost of services are incorporated by reference into this Agreement.

2. General Provisions

- 2.1 The Parties enter into this Agreement for certification/verification evaluation services for a(n) **Select service type Select evaluation type** ("Evaluation") provided by Preferred by Nature to Organisation pursuant to the Certification/Verification Scope set forth in the Proposal agreed upon with Organisation.
- 2.2 Preferred by Nature agrees to perform the Evaluation as defined in the Proposal and agrees to exercise professional judgment on the basis of information provided by Organisation and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable organisations or individuals performing comparable services in the same geographic area(s) and as of the time services are performed. Preferred by Nature makes no other warranty or representation, either express or implied, with respect to its services and in no circumstance shall any of its services be considered as verification of compliance with applicable law or an indication of approval by any governmental authority of Organisation's products, practices or operations.
- 2.3 The Evaluation is the basis for acquiring or maintaining the certification/verification, and, if applicable, is the basis for any changes in the Certification/Verification Scope of the Certificate/Statement.
- 2.4 Preferred by Nature shall provide the Organisation with a draft Evaluation report indicating Organisation's conformance with the applicable Certification/Verification Requirements. Organisation shall have the opportunity to review and comment on the draft Evaluation report prior to the final decision and report finalisation process which is the basis for the certification/verification decision (granting, maintaining, suspending, changing the Certification/Verification Scope, or reinstating the certification/verification).
- 2.5 Organisation shall conform to any additional Certification/Verification Requirements in any attached appendices when applicable to Organisation's Certification/Verification Scope.

3. Costs

- 3.1 Organisation agrees to pay Preferred by Nature **enter total price**, which covers the fees and expenses ("Costs") set out in the Proposal, plus any applicable sales or value-added taxes or any other charges that may be assessed by any local, state, provincial, federal, or foreign jurisdiction. All Costs are provided without value added tax or any other taxes or charges to be withheld from the amounts in the country of the Organisation.
- 3.2 Preferred by Nature reserves the right to review and update these Costs in agreement with the Organisation.
- 3.3 Direct expenses (e.g., travel, accommodation if applicable) are **choose appropriate option**.
- 3.4 The Costs will be invoiced **choose the appropriate option**. Organisation shall pay Preferred by Nature according to the invoice terms and remit payment to **enter invoicing legal entity and any payment instructions as needed**. Organisation shall not unreasonably withhold or delay payment. Preferred by Nature reserves the right to assess a late payment fee based on invoice terms.

- 3.5 Organisation shall not be required to pay for any services performed by Preferred by Nature that are outside the Proposal unless there are unanticipated costs due to the discovery or disclosure of information not known or considered by Preferred by Nature during preparation of the Proposal and that require additional site visits or further investigation.

4. Claims and communications

- 4.1 The Organisation agrees not to undertake any activities or make any claims which may harm Preferred by Nature's reputation.
- 4.2 The Organisation shall obtain prior written approval from Preferred by Nature for any public usage of the Preferred by Nature name, logo or trademarks before their usage.

5. Confidentiality and public information

- 5.1 Neither Party to this Agreement shall disclose or publish any confidential information of the other Party, without written consent of the other Party, unless:
- a) the disclosure is to the receiving Party's attorneys or authorised agents;
 - b) disclosure is required by law or by a judicial, governmental or regulatory body;
 - c) such information is publicly available without any violation of this Agreement by the receiving Party;
 - d) the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party; or
 - e) the information is disclosed by a source who does not have an obligation to treat the information as confidential.
- 5.2 Notwithstanding the foregoing:
- a) Preferred by Nature may provide the Certification/Verification Scheme Owner or Accreditation Body with access to confidential information of the Organisation if required by Certification/Verification Requirements; and
 - b) Preferred by Nature and Certification/Verification Scheme Owner have the right to make Organisation information related to their certification/verification publicly available if required by Certification/Verification Requirements.

6. Limitation of liability

- 6.1 For purposes of this Agreement, "Damages" means financial consequences resulting from any claims, demands, causes of action, judgments or settlements, including without limitation, attorney's fees and court costs.
- 6.2 Organisation agrees that in no event shall Preferred by Nature, nor its affiliates, including subsidiaries, sister companies or parent company, and their officers, agents, directors, employees, and subcontractors, be liable to the Organisation, any Organisation customer or any other person or entity for any indirect or incidental loss or Damages, however caused, arising out of or relating to this Agreement or the services provided.
- 6.3 Organisation may hold Preferred by Nature liable in cases where Damages are attributable to Preferred by Nature's gross negligence or willful misconduct. Preferred by Nature's total liability shall not exceed, with respect to any one event or series of

connected events, an amount equal to the fees paid to Preferred by Nature under this Agreement.

- 6.4 Neither Party to this Agreement shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control (force majeure) and without the negligence or malfeasance of such Party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, and acts of any government.

7. Term & termination

- 7.1 This Agreement shall commence when signed by both Parties and shall terminate upon completion of the Evaluation, unless terminated earlier as provided in clause 7.2.
- 7.2 This Agreement may be terminated prior to the end of the term by any of the following:
- a) mutual agreement of the Parties;
 - b) Organisation with thirty (30) days' written notice to Preferred by Nature;
 - c) Preferred by Nature with sixty (60) days' written notice to Organisation;
 - d) Preferred by Nature in accordance with decisions made by the Certification/Verification Scheme Owner or Accreditation Body;
 - e) Preferred by Nature, if Organisation breaches its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
 - f) either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
 - g) Preferred by Nature, immediately, if Organisation, in the sole opinion of Preferred by Nature, has discredited Preferred by Nature or the Certification/Verification Scheme Owner, or if any of Organisation's activities reflect badly on the name of Preferred by Nature or the Certification/Verification Scheme Owner and Organisation fails to take corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation in writing.
- 7.3 The Organisation shall pay Preferred by Nature for any services performed up to the effective date of termination if such services were performed in accordance with this Agreement.
- 7.4 The provisions of sections 3, 4, 5 and 6 shall survive termination of this Agreement as well as any provisions that by nature are intended to survive termination of the Agreement.

8. Miscellaneous

- 8.1 This Agreement may not be amended except by written agreement signed by both Parties.

- 8.2 No assignment of any rights or obligations under this Agreement may be made except with the prior written consent of the other Party. This Agreement shall be binding on the successors and assigns of the Parties.
- 8.3 In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions shall not be affected.
- 8.4 This Agreement shall be governed by and construed in accordance with the laws of **enter country of the Preferred by Nature legal entity with which this agreement is made**, without regard to any conflict of law principles.
- 8.5 In the event of any dispute arising from or in connection to this Agreement, the Parties shall first seek to resolve it amicably through mutual agreement, but if no resolution is achieved, the dispute shall be submitted to the courts of **enter country of the Preferred by Nature legal entity with which this agreement is made**, which shall have exclusive jurisdiction.
- 8.6 This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.

	On behalf of Enter full legal name of Preferred by Nature invoicing entity	On behalf of Organisation
Name		
Title		
Signature and Date		