



Certificate

# Easyfish S.L.

C/ Rutla 196  
17003 Girona  
Spain



ASC Registration number:  
ASC-C-01926

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

Default Version 5.1, 30 May 2023

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 MSC for the products in the scope of certification.

This certificate is valid from 09 July 2024 until 08 July 2027  
Certified with SGS since 09 July 2018

Authorized by  
J.G. Vader  
Certification Manager

**asi**  
assurance  
services  
international

# General Conditions of Service

## 1 General

- (a) Unless otherwise agreed in writing or except where they are at variance with (b) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (b) the mandatory provisions of local law, all visits or services and all resulting contractual relationships between any of the affected companies of ICA 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 may perform services for persons or entities (private, public or governmental) outside 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 hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade 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
- (1) the terms of any standard order form or standard specification sheet of the Company, and/or
- (2) any relevant trade custom, usage or practice, and/or
- (3) such methods as the Company shall consider appropriate on technical, operational or other financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing or measures 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 witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instrument, 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 reported by it at the end of its interventions only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters agreed as provided for in clause 2(a). The Company undertakes no obligation to refer to, or report upon, any facts or circumstances which are outside the specific parameters reported or alternative parameters applied.
- (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 reflecting engagements, contracted between Client and third parties or third party documents, such as copies of sales contracts, letters of credit, bills of lading, etc. they are considered to be for information only, and do not extend or 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 otherwise assumes, obliges, obligates 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 by airfreight or shipped out 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 asked a handling and freight fee if samples are returned. Special disposal charges will be added by Client 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 eradicate or remedy any obstacles to or interruptions in, 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 not rely, in this regard, 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 order or samples or testing including, for example, presence or risk of radiation, toxic or corrosive or explosive elements or materials, biohazardous infection or parasites;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant contract or other document with a third party and as law.

## 4 Fees and Payment

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

- (b) Unless a shorter period is established in the invoice, Client shall promptly pay not later than 20 days from the relevant invoice date or within their other period to pay (as established by the Company in the invoice (the "Due Date") if it falls due to the Company (the period begins on the date due at a rate of 1.5% per month for late payment rate unless otherwise established in the invoice) but not later than the date upon 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 disputes, demands, claims or set off which it may allege 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 underlying disputes or claims arise in the course of carrying out the services the Company shall endeavor to inform Client and shall be entitled to charge additional fees on 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 refundable expenses incurred by the Company; and
- (2) 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 (not 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

- (a) **Limitation of Liability**
- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Claims relating to a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, statements and/or samples provided by, or on behalf of, Client and liability for the benefit of Client who is responsible for acting as a sender (in 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 or for any incorrect results arising from analysis, erroneous, 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 whatsoever caused shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific services which gave rise to such claim in USD 20,000 (in its original amount in the 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 (except it shall 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 asserted by the Client.
- (6) In the event of any claim, lawsuit and/or action pending in the Company within 90 days of discovery of the facts alleged to give rise to such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense arising that is brought within one year from:
- (i) the date of termination of the Company's then applicable contract to the claim; or (ii) the date when the services should have been completed in the event of any alleged non-performance.
- (7) (Indemnity agent: Client shall indemnify, 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 consequences 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 course of providing the services and for a period of one year thereafter Client shall not directly or indirectly employ, engage 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

- Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationships hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules which might be conflict of law, and so finally settled under the Rule 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.