



Certificate

# Easyfish S.L.

C/ Rutla 196  
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

Default Version 5.1, 30 May 2023

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 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



MSC Registration number:  
MSC-C-56755

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 there are variations with all the regulations governing services performed on behalf of governments, government bodies or any other public entity or (a) the mandatory provisions of local law, all offers or contracts and all resulting contractual relationships between any of the affiliated companies of SGS 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) 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 authorises 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 issued by the Company, unless
  - (2) any relevant trade custom, usage or practice, and/or
  - (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from 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 these samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company address 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 accuracy, of 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 used, 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 standard parameters 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 alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises 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 party 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 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, assigns, delegates 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 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 notified in writing and invoice for if samples are returned. Special disposal charges will be billed to Client if required.

## 3 Obligations of Client

- The Client will:
  - (a) ensure that sufficient information, written data and documents are given to the Company in any event not later than 48 hours prior to the desired intervention to enable the required services to be performed;
  - (b) provide 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 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 persons, conditions, data and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
  - (e) indemnify Company in advance of any third-party claims or damages, actual or potential, connected with any order or samples or facilities including, but not limited, fire, theft, sabotage, loss or damage, loss or damage to equipment or materials, environmental pollution or matters;
  - (f) fully exercise all its rights and discharge all its liabilities under any relevant laws or other contract with a third party and at law.

## 4 Fees and Payment

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

unless a different period is established in the order. 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 accrue due at a rate of 1.5% per month for such further rate as may be established in the invoice from the Due Date up to and including the date payment is made by Client.

- (c) Client shall not be entitled to retain or defer payment of any debt due to the Company on account of any dispute, counter claim 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 unforeseen problems or expenses arise as the result of carrying out the services the Company shall endeavour to inform 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 the user shall reimburse the Company's costs including those by Client to comply with any of its obligations provided for in clause 7 above or 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 received.

## 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 after 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. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - (2) 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 on a report. It 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 or 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 incorrect, erroneous, incomplete, misleading or false information provided to the Company.
  - (3) The Company shall not be held liable for any delayed results 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 however arising shall in no circumstances exceed a total aggregate amount equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or USD 10,000 (or its equivalent in local currency), whichever is the lower.
  - (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 recall. It shall for that 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 incurred by the Client.
  - (6) In the event of any claim Client must give written notice to the Company, within 90 days of discovery of the loss, subject to provide such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense, actual or in brought within one year from the date of completion of the services by the Company or the date which gives rise to the claim, or in the date when the service should have been completed in the event of any delayed performance.
  - (7) In the event of any claim Client shall guarantee, defend, indemnify and hold harmless 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 however 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 rendered invalid.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly induce, encourage or make any other 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 authorisation.

## 8 Governing Law, Jurisdiction and Dispute Resolution

These conditions agreed otherwise. All disputes arising out of or in connection with Contractual Relationship shall be governed by the substantive laws of Switzerland exclusive of any rules which respect to conflicts of laws 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.