



Review Agreement

1. Preamble

This contract comprises a professional services agreement ('agreement') between [insert name and address of applicant], hereinafter the 'Client', Green Tick Certification Limited (GTC), Green Tick Technologies Limited (GTT), and [insert name and address of authorized certifier], hereinafter the 'Certifier'.

2. Purpose

The purpose of this agreement is to:

- a. Specify the manner and scope of professional services to be performed by the Certifier on behalf of the Client; and
- b. Specify how the Client will make payment for those services.

3. Definition of Professional Services

'Professional services' in this agreement means the completion of a GreenTick™ review of the Client's sites, operation/s, goods or services (as the case may be), by the Certifier, for the purpose of advising GTC and GTT (GTT being the owner of the GreenTick™ trademark), whether or not to issue the Client with permission to use the GreenTick™ trademark in its GreenTick™ SUSTAINABLE form, GreenTick™ GE-FREE form, or GreenTick™ ORGANIC form, as the case may be; providing that the Client's sites, operations, goods or services comply with the certification requirements and other matters listed below in the paragraphs following.

4. Certification Requirements

An organisation must pass a GreenTick™ SUSTAINABLE, GE-FREE, or ORGANIC review performed by an authorized certifying agency before being certified as a GreenTick™ supplier of goods or services, as the case may be. The GreenTick™ review will be performed against the GreenTick Standards as published by GTC on its website.

5. Conditions of Approval

5.1 A GreenTick™ Certification, and permission to use the GreenTick™ brand, will be issued to organisations that pass the GreenTick™ Review as described in paragraph 3 above, and which enter into a licensing agreement for the use of the GreenTick™ trademark.

5.2 A GreenTick™ Certification and permission to use the GreenTick™ brand is issued for a period of two years.

5.3 Organisations which use the GreenTick™ brand must agree to be subject to "spot reviews" of their operations or activities. A "spot review" is an unannounced GreenTick™ review of some part of their operations or activities at any time: 24 hours' notice may be given in some circumstances. There is no charge for spot reviews.

5.4 In commissioning to a GreenTick™ review, the Client accepts that GTC, GTT, and the Certifier offer no guarantee that the applicant will pass review requirements and be issued with authority to use the GreenTick™ brand. GTC, GTT, and the Certifier will accept no claim for liability, loss or damages in this respect at any time.



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6. Review and Licensing Agreement Payment Processes and Costs

6.1 The applicant shall make an application to GTC for certification in any one or more of the three GreenTick™ Options (SUSTAINABLE, GE-FREE, or ORGANIC), by completion of the Application Form (or form to like effect), and by payment of the Application Fee.

6.2 Following discussions with GTC, the applicant shall commission a GreenTick™ review, and enter into a Review Agreement with one of GTC's licensed certifiers. The costs of such review shall be borne by the applicant.

6.3 GTC shall receive the GreenTick™ Review report from the licensed certifier, and shall consider whether or not to grant certification on the basis of the evidence supplied in the report. A copy of the review report shall be supplied to the applicant by the licensed certifier at the same time that it is supplied to GTC. GTC shall advise the applicant in writing of its decision within 10 business days of receiving the review report.

6.4 Where permission to use the GreenTick™ trademark is gained by an applicant, the applicant shall enter into a Licensing Agreement with Green Tick Technologies Limited (GTT) for the use of the trademark.

6.5 Where permission to use the GreenTick™ trademark has not been gained by an applicant, recommendations for improvements shall be made to the applicant by the licensed certifier. The applicant shall have the right to either make those improvements and apply again, or to enter into the Dispute Resolution Process as outlined in Section 8 below.

6.6 Generally, license fees shall comprise:

- (a) An annual registration fee (currently \$NZ112.50 including GST);
- (b) Royalty payments being 0.5% of nett sales for the product line or service certified, payable to GTT on a quarterly basis; or,
- (c) Such other arrangements as may be acceptable to GTC and or GTT.

7. Limitation of Liability

7.1 GTC, GTT, and the Certifier exclude all warranties, express or implied, as part of this web-site or the services described herein. This includes, but is not limited to, any implied warranty that the information it contains is accurate or up-to-date or is suitable for any particular purpose. GTC, GTT, and the Certifier shall not be liable for any loss or damage suffered as a result of the use of the GreenTick™ trademark or any related matters.

7.2 GTC, GTT, and the Certifier do not recommend or warrant any particular product or service from any other supplier or agency.

7.3 Whilst GTC, GTT, and the Certifier make every effort to produce products and services of the highest quality, their accuracy is limited by the source information supplied, and they accept no liability or responsibility for any outcome of the use of any of their products or services.



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7.4 GTC and GTT unreservedly retain the right to withdraw permission to use the GreenTick™ brand in any instance and at any time where:

- i. An organisation's operations or activities no longer meet the quality requirements of the GreenTick™ brand;
- ii. A major non-conformity affecting the integrity of the GreenTick™ brand is discovered by a spot audit, or by some other means;
- iii. Full payment of GreenTick™ royalty fees does not occur by the due date;
- iv. License agreements are not adhered to.

7.5 Where breaches of quality standards occur, the organisation involved shall be given at least one month's notice in writing to correct any such breach, but may not be permitted to continue to use the GreenTick™ brand until the breach has been addressed to GTC's satisfaction.

7.6 Where breaches of license agreements occur, the organisation shall be given at least one month's notice in writing to correct any such breach, but may not be permitted to continue to use the GreenTick brand until the breach has been addressed to GTT's satisfaction.

7.7 In respect of the matters outlined in this paragraph 7, no claim for liability or compensation in any form shall be accepted by GTC or GTT.

8. Disputes Resolution Procedure

Where any dispute arises from a refusal to certify goods or services, or from a refusal to allow the use of the certification mark, the following shall be the dispute resolution procedure to be followed:

- a. The applicant organisation shall within 10 business days detail in writing to GTC its reasons for objecting to the refusal to certify and/or refusal to allow use of the certification mark;
- b. GTC shall within 10 business days of receiving the objection, reply in writing detailing its reasons for refusal;
- c. The parties shall then meet and attempt to resolve the issues amicably;
- d. If at this point an amicable agreement is not reached, then the parties shall jointly commission an independent scientific, engineering or legal review of the reasons for objection (submitted by the applicant), and the reasons for refusal (submitted by GTC);
- e. The review will be carried out by independent persons or organisations acceptable to both parties;
- f. The costs of such review shall be paid by the applicant and or licensee;
- g. The determination of the reviewer shall be accepted as final by both parties.



Review Agreement

Name

on behalf of the client

Position

Name

on behalf of the certifier

Position

Date

Date

GREEN

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CERTIFICATION™

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