



## OEKO-TEX® CERTIFICATION AGREEMENT

The certification agreement is entered into by and between CENTEXBEL and the entity purchasing OEKO-TEX® services.

This OEKO-TEX® Certification Agreement shall become legally binding and effective upon the CLIENT's execution (by signing the offer, payment, or another clear action of acceptance) of an official Offer or Order issued by CENTEXBEL. Each executed Offer shall incorporate the terms of this Agreement by reference. In the event of a conflict between the terms of an accepted Offer and this Agreement, the terms of the Offer shall prevail for that specific transaction.

### Clause 1: Documents part of this agreement

The *CLIENT* agrees that the following documents form an integral part of this Agreement and are incorporated by reference:

- The application form completed by *CLIENT*
- *CENTEXBEL* General Terms and Conditions. The version valid on the day of signing of this contract prevails. The latest version can be found [here](#)
- The OEKO-TEX® Terms of Use, that can be found [here](#)
- The Declaration of Conformity signed by *CLIENT* upon delivery of the certificate and if relevant for the applicable OEKO-TEX® STANDARD.

In the event of conflict between this Agreement and any of the incorporated documents, this Agreement prevails.

### Clause 2: Exclusivity of Certification Assessment Body

*CLIENT* undertakes and agrees that, during the term of this Agreement, it shall not apply for, seek, or obtain OEKO-TEX® certification for the same OEKO-TEX® STANDARD and the same products, product lines, or article groups from any other recognized and authorized OEKO-TEX® institute. *CENTEXBEL* shall remain the sole and exclusive institute responsible for the testing, auditing, and certification of the products covered under this Agreement.

Notwithstanding the foregoing, *CENTEXBEL* shall have the right, at its sole discretion, to subcontract any of its tasks, duties, testing, or audit procedures under this Agreement to another recognized and authorized OEKO-TEX® institute.



### **Clause 3: Use of OEKO-TEX® logo and certificates**

The *CLIENT* shall ensure that the labelling of all products certified under this Agreement strictly complies with the requirements, guidelines, and standards set forth in the OEKO-TEX® Labelling Guide, as available at <https://www.oeko-tex.com/en/labelling-guide/> and as may be updated or amended from time to time by OEKO-TEX AG. Any unauthorized or non-compliant use of the OEKO-TEX® trademarks or labels shall constitute a material breach of this Agreement.

### **Clause 4: Data Protection Compliance (GDPR and Swiss DSG).**

*CENTEXBEL* complies with all applicable data protection laws and regulations in connection with its performance under this Agreement, including the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the Swiss Federal Act on Data Protection ("DSG"), in each case to the extent such laws apply to the processing of personal data by *CLIENT* in connection with this Agreement.

*CLIENT* agrees that his address can be mentioned in an international reference list of all holders of OEKO-TEX® certificates.

*CLIENT* agrees that he will receive repeated information from OEKO-TEX AG in the form of an electronic newsletter to the email address mentioned in the application.

### **Clause 5: Surveillance of certification**

#### **5.1: Unannounced onsite visits**

The *CLIENT* hereby acknowledges and agrees that *CENTEXBEL*, as well as representatives or authorized auditors from OEKO-TEX AG, shall have the right to conduct unannounced on-site visits at the *CLIENT*'s facilities. The sole purpose of these on-site visits is to verify whether the *CLIENT* strictly complies with all applicable OEKO-TEX rules, standards, and guidelines. The *CLIENT* undertakes to grant immediate access to its premises, documentation, and production processes, and shall provide all necessary cooperation to the people performing the on-site visit without delay.

Any refusal, delay, or failure by the *CLIENT* to grant immediate access or to fully cooperate with the audit shall constitute a material breach of this Agreement. In such event, *CENTEXBEL* shall have the right to immediately suspend this Agreement, revoke or suspend any issued OEKO-TEX certifications without prejudice to any other rights or remedies available under this Agreement or by law.



## **5.2: Market surveillance applicable for OEKO-TEX® Standard 100, OEKO-TEX® Leather Standard, OEKO-TEX® Recycled, OEKO-TEX® Organic Cotton**

*CENTEXBEL*, or any other authorized OEKO-TEX institute, shall have the right to conduct market surveillance by purchasing or obtaining product samples from the market for testing and analysis. The initial costs of acquiring and analysing these samples shall be borne by *CENTEXBEL* or the respective institute.

If the analysis reveals non-compliant products, *CENTEXBEL* shall promptly notify the *CLIENT* in writing. Upon such notification, the *CLIENT* shall promptly propose corrective actions to remedy the non-compliance and shall inform *CENTEXBEL* in writing of the specific measures it shall take within twenty (20) business days. Following the implementation of these measures, *CENTEXBEL* shall request and analyse new product samples to verify compliance. All costs associated with this follow-up testing and verification, including sample acquisition and laboratory analysis, shall be fully borne by the *CLIENT*.

## **Clause 6: Suspension and withdrawal of certification**

The *CLIENT* strictly acknowledges and agrees that the OEKO-TEX® certificate may be suspended or withdrawn with immediate effect by OEKO-TEX AG or *CENTEXBEL* in accordance with the official OEKO-TEX® regulations. Grounds for immediate suspension or withdrawal include, but are not limited to: (i) the provision of incorrect or misleading information during the application or audit process; (ii) any failure to immediately report changes in materials, chemical formulations, production processes, or supplier relationships; (iii) unilateral modifications to certified products without prior written approval; (iv) non-compliance with the applicable limit values discovered during market surveillance or audits; or (v) any material breach of the OEKO-TEX® Code of Conduct.

Upon suspension or withdrawal of the certificate, the *CLIENT'S* right to use the OEKO-TEX® trademarks and labels shall cease immediately.

## **Clause 7: Complaints & appeals**

THE *CLIENT* can submit a complaint regarding the service. The complaint procedure is available on the website.

The *CLIENT* shall have the right to lodge an appeal against any decision taken pursuant to this article, including decisions regarding the suspension of the Agreement or the revocation of certifications. Such appeal must be submitted in writing within fifteen (15) calendar days from the date of notification of the decision. The submission of an appeal shall not suspend the execution of the decision, which shall remain in full force and effect pending the outcome of the appeal procedure. The decision of the appeal committee shall be final and binding upon the Parties regarding the status of the certificate.



## Clause 8: Ownership of samples

Following the completion of the testing and analysis, the *CLIENT* may request the return of any remaining or unused product samples. Such samples shall only be sent back after the *CLIENT* has paid all shipping and handling costs associated with the return transport in advance. If no return request is made within, thirty (30) calendar days after completion of the testing, *CENTEXBEL* shall have the right to dispose of or destroy the remaining samples.

## Clause 9: Confidentiality

### 9.1: Confidentiality

All information and data exchanged between *CLIENT* and *CENTEXBEL*, including test documents, test results and reports, etc. shall be treated confidentially by the contract partners and shall only be used for the purpose intended by the contractual relationship and shall not be made accessible to unauthorised third parties. No measures shall be taken which could lead to publication unless expressly provided for in this Agreement.

### 9.2: Information in the public domain

Information which was already in any of the *CLIENT*'s possession before it was disclosed by one of the parties, is already in the public domain at the time the contract was concluded or subsequently becomes publicly known through no fault of the recipient shall be exempt from the secrecy and restricted use obligation imposed by the Section 10.1.

Furthermore excluded, is information which the receiving *CLIENT* must disclose due to a legal obligation, provided that in such cases the recipient shall, if possible, inform the other *CLIENT* prior to such disclosure and try to agree with the other *CLIENT* on the smallest possible extent of such disclosure.

## Clause 10: Non-refundable payments

Except as otherwise expressly provided in this Agreement, all payments made under this Agreement are irrevocable, final, and non-refundable. *CLIENT* acknowledges and agrees that they shall not be entitled to any refund, rebate, compensation, or credit for any reason whatsoever, including but not limited to cancellation, dissatisfaction, or non-use of the purchased items or services.

## Clause 11: Termination

### 11.1: Termination for Convenience (Ordinary Termination)

Either *CLIENT* may terminate this Agreement at any time by giving three (3) months' prior written notice to the other *CLIENT* via registered mail. During this notice period, all obligations under this Agreement shall remain in full force and effect.



#### **11.2: Termination for Cause (Immediate Termination)**

Either *CLIENT* shall have the right to terminate this Agreement with immediate effect, without any intervention of a court and without any liability for compensation, by sending a written notice via registered mail to the other *CLIENT*, in the following events:

- (a) if the other *CLIENT* commits a material breach of this Agreement and fails to remedy such breach within fifteen (15) calendar days after receiving a written notice of default;
- (b) if the other *CLIENT* files for bankruptcy, is declared bankrupt, enters into liquidation, or becomes subject to any insolvency proceedings.

#### **11.3: Specific Grounds for Immediate Termination by CENTEXBEL**

In addition to Article 11.2, *CENTEXBEL* shall have the right to terminate this Agreement with immediate effect upon written notice if:

- (a) the *CLIENT'S* OEKO-TEX® certificate is definitively withdrawn or revoked;
- (b) the *CLIENT* refuses or fails to grant immediate access to personnel conducting on-site visits for an unannounced on-site visit, or fails to cooperate with market surveillance activities;
- (c) the *CLIENT* breaches the exclusivity provisions set forth in this Agreement.

#### **11.4: Effects of Termination**

Upon termination of this Agreement for any reason:

- (a) the *CLIENT* shall immediately cease all use of the OEKO-TEX® trademarks, labels, and logos;
- (b) any outstanding invoices or costs for testing, auditing, or administration already incurred by *CENTEXBEL* shall become immediately due and payable by the *CLIENT*;
- (c) provisions that by their nature are intended to survive termination (such as Governing Law, Dispute Resolution, and Liability) shall remain in full force.
- (d) confidentiality shall remain in full force and effect for a period of one (1) year following the date of termination of this Agreement.

## **Clause 12: Force majeure**

Neither *CLIENT* shall be held liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is caused by an event of Force Majeure. An event of "Force Majeure" means any unforeseeable, unavoidable event beyond the reasonable control of the affected *CLIENT*, including but not limited war, riots, strikes, government restrictions, natural disasters, fires, epidemics, or widespread supply chain disruptions.

The *CLIENT* affected by the Force Majeure event shall promptly notify the other *CLIENT* in writing, stating the nature of the event, its anticipated duration, and the measures being taken



to mitigate its effects. The performance of the affected obligations shall be suspended for the duration of the Force Majeure event. If the Force Majeure event continues for a continuous period exceeding sixty (60) calendar days, either *CLIENT* shall have the right to terminate this Agreement with immediate effect upon written notice, without any liability for compensation.

## Clause 13: Dispute resolution

### 13.1: Amicable Settlement

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach, or termination (a "Dispute"), the *PARTIES* shall first attempt to resolve the Dispute amicably through good faith negotiations. Either *CLIENT* may initiate this process by sending a written notice of Dispute to the other *CLIENT*.

### 13.2: Escalation

If the Dispute cannot be resolved amicably through good faith negotiations within thirty (30) calendar days from the date of the written notice, senior representatives or executive managers of both *PARTIES* shall meet (in person or via video conference) within fifteen (15) calendar days thereafter to attempt a final resolution.

### 13.3: Referral to Court

If the Dispute remains unresolved after the escalation procedure set forth in Article 13.2, or if the relevant timeframes have expired without a resolution, either *CLIENT* shall have the right to submit the Dispute to the exclusive jurisdiction of the competent courts of Belgium, as specified in the Governing Law and Jurisdiction clause of this Agreement.

## Clause 14: Validity of the contract

This Agreement shall enter into force on the date of its execution or acceptance by the *CLIENT* and shall remain valid for a period of one (1) years, or until the exact expiration date of the underlying OEKO-TEX® products as defined in the Offer or Order, whichever occurs first.

The certificate and the licence to use the logos is valid for twelve (12) months from issuance of the certificate. To maintain continuity, the *CLIENT* must apply for renewal annually.

*CLIENT* accepts that OEKO-TEX® criteria can change at least once per year. At renewal of the certificate, *CLIENT* is solely responsible for adapting its products to comply with these updated standards.

In case of OEKO-TEX® STANDARD 100, at least one (1) audit will take place within a three (3) year cycle from the initial certification. *CENTEXBEL* may suspend or revoke the certificate immediately if the *CLIENT* fails the audit, refuses cooperation, or if products fail to meet the current criteria.



## Clause 15: Final provisions

### 15.1: Alteration of this agreement

CENTEXBEL may update this Agreement at any time. Modified terms become binding if *CLIENT* continue using the Services, expressly accept them, or fail to object in writing within 30 working days of receiving our notice.

### 15.2: Governing law and jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of Belgium. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its validity, interpretation, performance, or termination, shall be subject to the exclusive jurisdiction of the competent courts in Ghent, Belgium and be conducted in English.

### 15.3: Amendments

Any modifications, amendments, or additions to this Agreement shall only be valid and binding if executed in writing and signed by the duly authorized representatives of both *CENTEXBEL* and *CLIENT*.

### 15.4: Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. CENTEXBEL and CLIENT shall negotiate in good faith to replace such invalid provision with a valid provision that best reflects the original economic and legal intent of the *PARTIES*.

### 15.5: Entire Agreement

This Agreement constitutes the entire understanding and agreement between CENTEXBEL and CLIENT relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, arrangements, and understandings between them.

### 15.6: Language

This Agreement is drafted in the English language. In the event of any discrepancy, contradiction, or conflict of interpretation between the English text and any translation thereof, the English version shall prevail.