

CERTIFICATION SERVICES AGREEMENT

THIS CERTIFICATION SERVICES AGREEMENT (this “Agreement”) is made and entered into as of _____, 2019, by Applied Sensory, LLC, a California limited liability company (“Applied Sensory”), and _____, a _____ (the “Client”)(each a “Party” and jointly, the “Parties”).

RECITALS

- A. Applied Sensory is an independent consulting organization that provides third-party certification of olive oil conformity to agreed-upon standards.
- B. Client seeks certification that the olive oil sample(s) it is submitting to Applied Sensory for evaluation is grade “Extra Virgin” olive oil in conformity with standards identified in this Agreement.
- C. Applied Sensory and Client desire to have a single agreement govern the certification services provided pursuant to the terms of this Agreement while it is in force.

IN CONSIDERATION of the recitals and the terms and conditions set out below the Parties agree as follows:

1. Services. Applied Sensory through its Olive Oil Taste Panel, comprised of scientifically trained and experienced olive oil judges, shall conduct sensory evaluation of each of the olive oil samples submitted to it by Client from time to time during the term of this Agreement in conformity with the requirements set out in Paragraph 2 and in the Olive Oil Sample Submittal Form identified as Attachment A to this Agreement (the “Sample Form”). The Applied Sensory Olive Taste Panel (the “AS Panel”) is an olive oil sensory panel recognized as such by the American Oil Chemists’ Society. For each oil sample to be evaluated by the AS Panel, Client shall set out in the Sample Form whether it is seeking Basic Sensory Evaluation or Detailed Sensory Evaluation of the sample.

2. Sample Requirements. If Client intends to use the Applied Sensory “CERTIFIED EXTRA VIRGIN” label (*see*, Paragraph 5) on the oil for which it is submitting a sample, the sample submitted for evaluation by Client shall be accompanied by a chemical analysis conducted by a laboratory qualified to perform olive oil analysis indicating that the Free Fatty Acid, Peroxide Value and UV Coefficients of the sample do not exceed the limits specified in one of the following standards:

- a. The California Department of Food and Agriculture – Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil;
- b. The United States Standards for Grades of Olive Oil and Olive-Pomace Oil; or
- c. The standards of the International Olive Council (“IOC”).

3. Fees. The fees charged by Applied Sensory for its services are set out in the Sample Form. For each sample submitted for evaluation Client shall include payment in full to Applied Sensory for the services requested, unless the Parties have agreed otherwise in writing. Applied Sensory reserves the right to change the rates set out in the Fee Schedule from time to time and shall provide written notice to Client of the effective date of the new rates by mail or electronically to the appropriate street or email address for the Client set out below or to the current street or email address for Client if it has changed either or both of its addresses and given Applied Sensory notice of the change(s).

Commented [SL1]: I have incorporated the fees into the Attachment A – Olive Oil Sample Submittal Form

4. Acceptance of Orders and Delivery of Services. All orders for sample evaluations from Client must be accepted in writing by Applied Sensory. In its written acceptance to Client, Applied Sensory shall set out when the evaluation shall be completed. It is anticipated that evaluations of eight (8) or more samples will take from one to three weeks to complete. For less than eight samples, the evaluations will be completed based on the availability of the AS Panel.

5. Certification. (a) Upon completion of the sensory evaluation of an olive oil sample by the AS Panel to rate the intensity of olive oil sensory attributes specified by the IOC, Applied Sensory shall issue a certificate of analysis for that sample that sets out the sensory grade of the oil according to the California Grades of Olive Oil and the U.S. Grades of Olive Oil, including whether the sample conforms to the standard of “Extra Virgin.” Client is granted the right to use the Applied Sensory “CERTIFIED EXTRA VIRGIN” label (that includes the harvest date for the sample evaluated) solely on olive oil identical to the sample rated as “Extra Virgin” by the AS Panel. Client may use the Olive Oil Certification Seal Order Form identified as Attachment B to this Agreement (the “Seal Form”) to purchase these labels from Applied Sensory at the prices set out in the Seal Form. Applied Sensory reserves the right to change the prices for the seals set out in the Seal Form from time to time and shall provide written notice to Client of the effective date of the new prices by mail or electronically to the appropriate street or email address for the Client set out below or to the current street or email address for Client if it has changed either or both of its addresses and given Applied Sensory notice of the change(s).

(b) Client acknowledges that oil olive is a perishable product which may over time cease to comply with the standards for the grade set out in the Extra Virgin certificate issued by Applied Sensory for the sample evaluated. Client agrees to take all reasonable steps to ensure that all containers bearing the Applied Sensory CERTIFIED EXTRA VIRGIN labels are not sold if the contents no longer comply with grade set out in the certificate issued by Applied Sensory.

6. No Warranties. CLIENT UNDERSTANDS THAT OIL SAMPLE EVALUATION RESULTS REFLECT CURRENT LEVELS OF DETECTION AND A DEGREE OF UNCERTAINTY DUE TO SAMPLING AND THE NATURE OF SENSORY EVALUATION. EXCEPT AS SET FORTH HEREIN, APPLIED SENSORY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, WITH RESPECT TO APPLIED SENSORY SERVICES OR THE RESULTS OBTAINED FROM SUCH SERVICES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

SATISFACTORY QUALITY. TO THE EXTENT ALLOWED BY LAW, APPLIED SENSORY SHALL NOT BE LIABLE TO CLIENT UNDER ANY CONTRACT, LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, APPLIED SENSORY WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT OF THIS AGREEMENT UNDER ANY CONTRACT, LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO APPLIED SENSORY BY CLIENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE.

7. Indemnification. Client shall indemnify, defend and hold Applied Sensory and the AS Panel (collectively and individually) harmless from and against any and all claims, judgments, liabilities, losses, damages, penalties, fines or costs (including, but not limited to, reasonable attorney's fees), which arise from, or are related to, Client's breach of the terms of this Agreement, including, but not limited to, terms governing the use of the Applied Sensory CERTIFIED EXTRA VIRGIN labels.

8. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party.

9. Term and Termination. This Agreement shall be for an initial term of one (1) year which shall be automatically renewed annually on the anniversary of this Agreement unless either Party gives the other written notice at least sixty (60) days prior to anniversary of this Agreement that it does not intend to renew it. Either Party may terminate this Agreement if the other Party breaches any term or fails to perform any obligation undertaken pursuant to this Agreement which is not cured within thirty (30) days of the date on which the terminating Party gives written notice of such breach or non-performance to the other Party.

10. Notices. Except as for a notice of a change in fees for services or a change in seal prices as set out in Paragraphs 3 and 5 above, which may be given by electronic mail, any notices which a Party is required or desires to give under this Agreement shall be sent to the other Party in writing and shall be deemed to have been given when delivered in person or sent by overnight courier or first-class mail registered or certified mail, postage prepaid, return receipt requested, addressed to the Party at the address set forth below following the Party's signature to this Agreement. A Party may designate another address for itself at any time upon written notice to the other Party. A change in the Party's electronic mail address may be given by electronic mail.

11. Attorney's Fees. In the event that any action, including arbitration, is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with the law of the State of California. All claims or controversies arising out of or related to this Agreement shall be submitted to and resolved in an appropriate court located in Sacramento, California.

13. Authority. Each signatory below warrants and represents to having the authority to sign on behalf of and bind the named entity on whose behalf this Agreement is signed.

14. Assignment. Neither Party shall assign or otherwise transfer this Agreement without the Party's prior written consent. Any purported assignment in violation of this Paragraph shall be null and void.

15. Captions. Any captions to or headings to any provision in this Agreement are solely for convenience of the Parties and shall not be used for interpretation or determination of validity of this Agreement or any provision hereof.

16. Waivers. Any waiver of any terms or conditions hereof must be in writing and signed by the Parties. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

17. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

18. Entire Agreement. This Agreement, together with all attachments, is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____
_____,
[Title]

Email: _____

APPLIED SENSORY:
APPLIED SENSORY, LLC
By: _____
Susan Langstaff, Manager
PMB 126 5055 Business Center Drive
Suite 108
Fairfield, CA 94534

Email: sue@appliedsensory.com



Applied Sensory, LLC

PMB 126, 5055 Business Center Dr. STE 108 • Fairfield, CA 94534 • TEL: (707) 344-0254 • EMAIL: sue@appliedsensory.com

Olive Oil Sample Submittal Form - 2019

Submitted by (Name):	Telephone:	e-mail:
Company Name:	Company Address:	

Instructions: Please identify each olive oil sample and mark the box with an "X" to indicate requested analysis. Minimum sample volume required = 250 mL of each oil. Attach extra pages as needed.

#	Identification of Sample	SENSORY		
		Basic* (\$125/oil)	IOC Panel Test** (\$130/oil)	Detailed*** (\$175/oil)
1				
2				
3				
4				
5				
6				

* Basic Sensory includes: Defects (fusty/muddy sediment, musty-humid-earthly, winey-vinegary-acid-sour, frostbitten olives/wet wood, rancid, others), Overall fruit, Bitterness, Pungency
Use the Basic Sensory Evaluation when checking to confirm olive oils meet sensory grading requirements **ACCORDING TO THE STANDARDS OF CALIFORNIA GRADES OF OLIVE OIL AND THE U.S. GRADES OF OLIVE OIL.**
Price per sample = \$125.

** IOC (International Olive Council) Panel Test includes: Defects (fusty/muddy sediment, musty-humid-earthly, winey-vinegary-acid-sour, frostbitten olives/wet wood, rancid, others), Overall fruit, Bitterness, Pungency
Use the IOC Panel Test when checking to confirm olive oils meet sensory grading requirements **ACCORDING TO THE STANDARD OF THE IOC.**
Price per sample = \$130.

*** Detailed Sensory includes: Defects (fusty/muddy sediment, musty-humid-earthly, winey-vinegary-acid-sour, frostbitten olives/wet wood, rancid, others), Overall fruit, Bitterness, Pungency AND pre-selected flavor attributes AND style/intensity level of the oil (delicate, medium, robust)
Use the Detailed Sensory Evaluation when specific sensory descriptors and style are needed for marketing materials or blending decisions.
Price per sample = \$175.

Authorization

Client and Applied Sensory are parties to a Certification Services Agreement that governs the services requested by the Client.

Client / Responsible Party Signature: _____ Date: ____/____/____

Please send this form with sample(s) and payment to: Applied Sensory, LLC
PMB 126
5055 Business Center Dr. STE 108
Fairfield, CA 94534

For more information on this service, please contact Sue Langstaff at (707) 344-0254 or e-mail sue@appliedsensory.com

OLIVE OIL GRADE STANDARDS ARE BASED UPON BOTH SENSORY AND CHEMICAL DATA.



Applied Sensory, LLC

PMB 126, 5055 Business Center Dr. STE 108 • Fairfield, CA 94534 • TEL: (707) 344-0254 • EMAIL: sue@appliedsensory.com

Olive Oil Certification Seal Order Form - 2019

Name:	Telephone:	e-mail:
Company Name:	Company Address:	

Olive oils which have been evaluated by The Applied Sensory Olive Oil Taste Panel for the Basic Sensory Evaluation, the IOC Panel Test or the Detailed Sensory Evaluation are eligible for certification if the oils have received a sensory grade of Extra Virgin AND are accompanied by a chemical analysis which indicates that the oil does not exceed the limits specified in one of the following standards:

1. The California Department of Food and Agriculture - Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil
OR
2. The United States Standards for Grades of Olive Oil and Olive-Pomace Oil
OR
3. The International Olive Council (IOC) standard

Instructions: Please complete the table below identifying the olive oils for which you would like to purchase certification seals. Attached extra pages as needed.

Olive Oil Identification	Date of Applied Sensory Report	Sensory Grade of Extra Virgin? (Y or N)	Date Chemistry Report Submitted to Applied Sensory

Certification seals are sold in rolls of 500 and 1000 seals.

	Number of rolls ordered
Roll of 500 harvest year dated certification seals @ \$40 each	
Roll of 1000 harvest year dated certification seals @ \$75 each	
SUBTOTAL	
SHIPPING & HANDLING	\$10
TOTAL	

Authorization	
Client and Applied Sensory are parties to a Certification Services Agreement that governs the use of the seals by Client.	
Client / Responsible Party Signature: _____	Date: ____/____/____

Please send this form and payment to: Applied Sensory, LLC
PMB 126
5055 Business Center Dr. STE 108
Fairfield, CA 94534

HARVEST
YEAR
DATED



For more information on this service, please contact Sue Langstaff at (707) 344-0254 or e-mail sue@appliedsensory.com