



# AUS-QUAL PTY LTD GENERAL TERMS & CONDITIONS

## FOR CERTIFICATION SERVICES

### BACKGROUND

- A. AUS-QUAL is a certification body which provides conformity assessment services in relation to product, process, management system and service certifications.
- B. The Client has agreed to engage AUS-QUAL to provide the Services and AUS-QUAL accepts the engagement on the terms set out in this agreement.
- C. AUS-MEAT Limited ABN 44 082 528 881 is the owner of the AUS-QUAL Marks and has licensed AUS-QUAL to administer the use of the AUS-QUAL Marks in accordance with the Rules.
- D. The Client is a supplier, producer or provider of goods or services and wishes to use the AUS-QUAL Marks in accordance with appropriate certification requirements and the Rules.

### AGREEMENTS

#### 1. Definitions and interpretation

##### 1.1 Definitions

1.1.1 Where commencing with a capital letter:

**Accreditation Body** is the body that provides assessment of certification and inspection bodies in relation to the relevant Certification including, but not limited to, IOAS and JAS-ANZ;

**Audit Scope** means the product, process, management system or service of the Client the subject of assessment for Certification and the Certification Scheme, specified within the proposal

**AUS-QUAL Marks** means the certification trademarks specified in schedule 1;

**Certificate** means a certificate confirming that the Client meets the Certification requirements;

**Certification** means certification of the Client by AUS-QUAL within the Audit Scope, against the Standards and in accordance with the Rules;

**Certification Scheme** means AUS-QUAL's certification system specified within the proposal;

**Commencement Date** means the date specified within the proposal;

**Confidential Information** means all technical, business and all other commercially valuable information, documents and materials, including data, processes, specifications, drawings, reports, inventions, formulae, technology, trade secrets and know-how, in whatever form;

**Fees** means the fees and expenses specified within the proposal;

**GST** has the same meaning as in the GST Law;

**GST Law** has the same meaning as in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

**Intellectual Property** means all copyright, patents, trademarks and designs (whether registered or not), know-how and trade secrets;

**IOAS** means International Organic Accreditation

Service.

**JAS-ANZ** means Joint Accreditation Systems of Australia and New Zealand;

**Rules** means the rules governing the use of the AUS-QUAL Marks which have been lodged with the Registrar of Trade Marks;

**Services** means the assessment for grant or maintenance of Certification and any other services specified in within the proposal;

**Standard Owner** means the standard owner specified within the proposal or its delegate;

**Standards** means the standards, program or code against which assessment for Certification is to be made, specified within the proposal; and

**Term** means the term referred to in clause 2.

1.1.2

Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2

#### Presumptions of interpretation

Unless the context otherwise requires a word which denotes:

(a) the singular denotes the plural and vice versa; and

(b) a person includes an individual, a body corporate and a government.

1.3

#### Successors and assigns

Any reference to a party to any agreement or document includes its executors, administrators, legal personal representatives, successors and permitted assigns and substitutes by way of assignment or novation. This clause must not be construed as permitting a party to assign any right under this agreement.

2.

#### Term

This agreement commences on the Commencement Date and continues until it is terminated in accordance with clause 17 of this agreement.

3.

#### Services

3.1

##### Appointment

The Client appoints AUS-QUAL to provide the Services on the terms set out in this agreement, and AUS-QUAL accepts the appointment.

3.2

##### Other appointments

The Client must not, during the Term, appoint or allow any person other than AUS-QUAL to provide services to the Client being the same as or similar to the Services.

### CONTROLLED FORM

<b>3.3</b>	<b>Testing services</b>		<p>If assessment for Certification requires analytical testing to be carried out, the testing will be carried out by a provider nominated by AUS-QUAL at the Client's cost, unless otherwise stated within the proposal.</p>		<p>5.4.1 The Client acknowledges and agrees that Observers approved by AUS-QUAL may be present during an audit for the purposes of:</p> <p>(a) providing technical advice;</p> <p>(b) conducting internal audits on AUS-QUAL auditors; or</p> <p>(c) training new auditors.</p>
<b>4.</b>	<b>Obligations of AUS-QUAL</b>				
<b>4.1</b>	<b>Compliance with laws</b>		<p>AUS-QUAL must comply with all relevant laws when performing its obligations under this agreement.</p>		<p>5.4.2 The Client agrees that the Standard Owner may without notice conduct its own audit or visit the Client's premises in response to a complaint or as part of routine compliance activity to ensure compliance with or the integrity of the Standard.</p>
<b>4.2</b>	<b>Insurance</b>		<p>AUS-QUAL must during the Term maintain:</p> <p>(a) adequate workers' compensation insurance as required by law for its employees; and</p> <p>(b) professional indemnity insurance in an amount of at least \$2 million per claim.</p> <p>(c) adequate cover of public liability insurance.</p>		<p>5.4.3 The Client agrees that the Standard Owner may contact the Client for feedback on Certification and related processes.</p> <p>5.4.4 AUS-QUAL must ensure that observers are bound by the confidentiality obligations imposed on AUS-QUAL by this agreement.</p>
<b>5.</b>	<b>Client obligations</b>				<b>5.5 Accreditation Body witness audits</b>
<b>5.1</b>	<b>Assistance and access</b>		<p>The Client must at its cost give AUS-QUAL:</p> <p>(a) all assistance;</p> <p>(b) documentation and records for examination; and</p> <p>(c) access to all relevant equipment, location(s), area(s), personnel and the Client's subcontractors,</p> <p>reasonably required by AUS-QUAL:</p> <p>(a) in connection with the provision of the Services; or</p> <p>(d) for the purpose of reviewing the performance by the Client of its obligations under this agreement.</p>		<p>5.5.1 The Client acknowledges that the Accreditation Body is required, in accordance with its certification body management responsibilities, to witness the operation of AUS-QUAL auditors as part of the process of auditing AUS-QUAL's Accreditation Body accredited programs and agrees that, if the Accreditation Body selects the Client to be the subject of a witnessed audit, the Client will cooperate in this respect.</p> <p>5.5.2 AUS-QUAL must not charge the Client any additional fees due to the audit being witnessed by an Accreditation Body.</p> <p>5.5.3 AUS-QUAL will ensure that the Accreditation Body is bound by the confidentiality obligations imposed by this agreement.</p>
<b>5.2</b>	<b>Certification requirements</b>				<b>5.6 Complaints</b>
5.2.1			<p>The Client must fulfil the Certification requirements and must make appropriate changes to meet new or revised requirements when they are communicated to the Client by AUS-QUAL.</p>		<p>The Client must:</p> <p>(a) maintain a register of complaints relating to its Certification (<b>Complaints</b>);</p> <p>(b) conduct an investigation of any Complaint;</p> <p>(c) document the actions taken to resolve any Complaint; and</p> <p>(d) make the details of any Complaint available to AUS-QUAL on request by AUS-QUAL.</p>
5.2.2			<p>If the Certification applies to an ongoing product, process, management system or service, the Client must ensure that product, process, management system or service continues to meet the Standards.</p>		<b>5.7 Notification</b>
<b>5.3</b>	<b>Compliance with laws</b>		<p>The Client must comply with all relevant laws when performing its obligations under this agreement.</p>		<p>5.7.1 The Client must inform AUS-QUAL, without delay, of any event that is likely to affect its ability to conform with the Standards.</p> <p>5.7.2 The Client must notify AUS-QUAL within 24 hours of any infringement, penalties, withdrawals or recalls that may affect its Certification or have negative impact on AUS-QUAL, the Standard Owner or the industry.</p> <p>5.7.3 The Client must notify the Standard Owner of any incidents within 24 hours (if required by the Standard).</p>
<b>5.4</b>	<b>Observers and Standard Owners</b>				

<b>5.8</b>	<b>Provision of Certification documents to third parties</b>	media, including the internet, brochures, advertising or other documents;
	If the Client provides Certification documents to third parties, it must reproduce and provide the copies to AUS-QUAL in their entirety, or as otherwise specified in the Certification Scheme.	(b) not make or permit any misleading statement regarding its Certification;
<b>6.</b>	<b>Fees and expenses</b>	(c) not use or permit the use of a Certification document or any part thereof in a misleading manner;
<b>6.1</b>	<b>Payment</b>	(d) upon withdrawal of its Certification, discontinue its use of all advertising matter that contains a reference to Certification, as directed by AUS-QUAL;
6.1.1	AUS-QUAL may:	(e) amend all advertising matter when the scope of Certification has been reduced;
	(a) invoice the Client for the Fees at the end of any calendar month during which Services are provided;	(f) not allow reference to its Certification to be used in such a way as to imply that AUS-QUAL has certified a product, process, management system or service outside the scope of the Certification;
	(b) invoice the Client for the Fees set out within the proposal after the Services have been provided.	(g) not imply that the Certification applies to activities and sites that are outside the scope of Certification; and
6.1.2	The Client must pay the Fees within 14 days after the date of invoice from AUS-QUAL.	(h) not use its Certification in such a manner that would bring AUS-QUAL, the Certification Scheme or the certification system into disrepute and lose public trust.
6.1.3	A cancellation fee equivalent to the existing day rate set out within the proposal, plus relevant travel expenses, will apply if a cancellation or postponement occurs after confirmation is received for an assessment or other visitation date, or within four weeks of the confirmed assessment date (whichever is the shorter period).	
6.1.4	AUS-QUAL reserves the right to increase or decrease the audit charge at an hourly rate, in accordance with the formula specified within the proposal, where a visitation or assessment has taken more time than estimated by AUS-QUAL.	
<b>6.2</b>	<b>Annual review</b>	<b>8. Compliance</b>
	Fees are subject to an annual review by AUS-QUAL.	The Client must comply with the Standards and the Rules in respect of the product, process, management system or service within the Audit Scope during the period of validity of each Certificate.
<b>7.</b>	<b>Certificate</b>	<b>9. Suspension</b>
<b>7.1</b>	<b>Issue</b>	<b>9.1</b>
7.1.1	Subject to clause 7.1.2, if as a result of provision of the Services AUS-QUAL is satisfied that the Client meets the requirements of Certification, it must issue the Client with a Certificate.	AUS-QUAL may suspend the validity of a Certificate if AUS-QUAL considers that the Client is in breach of clause 8 or is otherwise in breach of the Standards or the Rules.
7.1.2	AUS-QUAL is not required to issue a Certificate under clause 7.1.1 unless it has received payment of the Fees in accordance with this agreement.	9.1.1 If the Client's Certificate is suspended under clause 9.1
<b>7.2</b>	<b>Validity</b>	(a) the Client must immediately cease representing that it is Certified;
7.2.1	The Certificate remains valid for the period specified in it unless the validity of the Certificate is suspended in accordance with clause 9 or terminated in accordance with clause 17.	(b) the Client must immediately cease using the AUS-QUAL Marks;
7.2.2	The Client must not represent that any product, process, management system or service is the subject of Certification from AUS-QUAL other than during the period of validity of a Certificate.	(c) if notified in writing by AUS-QUAL, without limiting clause 9.1.1(b), the Client must immediately withdraw all packaging, advertising, direct marketing, public relations and promotional and other materials bearing the AUS-QUAL Marks or, with the prior written consent of AUS-QUAL, remove or cover the AUS-QUAL Marks.
<b>7.3</b>	<b>Client's obligations</b>	<b>10. Records</b>
	The Client must:	The Client must keep records as required under the Standards including (or in addition to) customer complaint records. These records must be made available to AUS-QUAL on request.
	(a) conform to the requirements of AUS-QUAL when making reference to its Certification status in communication	

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<b>11. Confidentiality and disclosure</b>			AUS-QUAL Marks or is entitled to use them other than as a licensee of AUS-QUAL;
<b>11.1 Confidentiality</b>			
11.1.1	Subject to clause 11.2, neither party may, during or after the Term, except in the proper course of its performance of this agreement, disclose to any person without the prior written consent of the other party:		(b) make any statement in relation to the AUS-QUAL Marks which is unauthorised or misleading;
	(a) the terms of this agreement; or		(c) use any trade mark that is substantially identical with or deceptively similar to any of the AUS-QUAL Marks;
	(b) any other Confidential Information provided by a party to the other party in connection with this agreement.		(d) damage AUS-QUAL's reputation or goodwill or the reputation or goodwill of the AUS-QUAL Marks; or
11.1.2	The parties' obligations under clause 11.1.1 do not apply to Confidential Information that:		(e) alter any of the AUS-QUAL Marks or produce or present the AUS-QUAL Marks in an altered form without the prior written consent of AUS-QUAL.
	(a) was in the recipient's possession at the time of disclosure to the recipient and was not acquired in breach of an obligation of confidence or under an obligation of confidence;	13.2.2	The Client must use the AUS-QUAL Marks only in a manner and on or in relation to goods or services:
	(b) is in the public domain other than as a result of a breach of this agreement;		(a) as directed or approved by AUS-QUAL from time to time; and
	(c) is acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence;		(b) in compliance with any requirements that may be prescribed by the Certification Scheme.
	(d) is required to be disclosed by law; or	13.2.3	Subject to the terms of this agreement, the Client is entitled to use the AUS-QUAL Marks on or in connection with large (outer) boxes used for transportation of products, advertising, direct marketing, public relations and other forms of promotions directly related to the Audit Scope.
	(e) is disclosed by the recipient under the prior written consent from the provider in full compliance with the terms of that consent.	13.2.4	If the Client ceases to comply with the Standards or the Rules, it must:
<b>11.2 Information Disclosure</b>			(a) immediately cease representing that it holds a valid Certification in respect of the relevant product, process, management system or service;
11.2.1	The Client agrees that information and documentation, including the Confidential Information of the Client, required by the Standard Owner or the Accreditation Body, may be provided by AUS-QUAL to the Standard Owner or the Accreditation Body.		(b) immediately cease using the AUS-QUAL Marks; and
11.2.2	All of the Client's Confidential Information will be handled in accordance with AUS-QUAL's confidentiality policy, which is available on the AUS-QUAL website.		(c) if notified in writing by AUS-QUAL, without limiting clause 13.2.4(b), immediately withdraw all packaging, advertising, direct marketing, public relations and promotional and other materials bearing the AUS-QUAL Marks or, with the prior written consent of AUS-QUAL, remove or cover the AUS-QUAL Marks.
<b>12. Intellectual Property</b>			
	All Intellectual Property arising out of the provision of the Services vests in AUS-QUAL as and when it is created.	13.2.5	The Client must not use the AUS-QUAL Marks:
<b>13. AUS-QUAL Marks</b>			(a) in the place of any of the Client's trademarks; or
<b>13.1 Grant</b>			(b) in conjunction with any trade mark of the Client such that any of the AUS-QUAL Marks appear to be a part of, or combined with, another trade mark.
	The Client may, during the period in which a Certificate remains valid, use the AUS-QUAL Marks in relation to the Audit Scope, provided that the Client complies with the Rules, with any other rules of use notified by AUS-QUAL from time to time and with this agreement.	<b>13.3</b>	<b>Use of Accreditation Body symbol and other marks</b>
<b>13.2 Use</b>			
13.2.1	The Client must not, during or after the Term:	13.3.1	The Client must only use trademarks, logos and symbols owned by the Accreditation Body in accordance with the requirements stipulated in the Accreditation Body Management System
	(a) represent in any way that it owns the		

13.3.2 The Client must only use specific Standard trademarks, logos and symbols in accordance with the rules set by the Standard Owners of those properties and the operators of the specific program.

13.3.3 The Client must obtain AUS-QUAL's prior written approval of all proposed uses of the AUS-QUAL Marks and other standard, program, code or certification marks on or in relation to its product, process, management system or service or its proposed use of any logo, prior to its use, for AUS-QUAL's approval. The Client must use all trademarks, logos and symbols in a manner which is not misleading or deceptive.

**13.4 Infringement**

13.4.1 The Client must immediately inform AUS-QUAL of:

- (a) any infringement of any of the AUS-QUAL Marks by a third party; and
- (b) any legal action or administrative procedure, pending or threatened, in relation to the AUS-QUAL Marks.

13.4.2 The Client agrees that:

- (a) any legal or other action necessary for the purpose of protecting the AUS-QUAL Marks is at the sole discretion of AUS-QUAL; and
- (b) AUS-QUAL is not liable for any damages, losses, costs or expenses suffered by the Client in connection with the Client's infringement of the AUS-QUAL Marks.

**14. Warranties**

AUS-QUAL warrants that:

- (a) it has the necessary experience, skill and ability to properly provide the Services on the terms of this agreement; and
- (b) the Services will be provided in a professional manner.

**15. Liability**

**15.1 Limitation**

To the extent that terms are implied under, or statutory guarantees are imposed by, the *Competition and Consumer Act 2010* (Cth) or any other legislation that applies to the supply of goods or services by AUS-QUAL, AUS-QUAL's liability for any breach is limited to the following, at AUS-QUAL's discretion:

- (a) if the breach relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

- (iv) the payment of the cost of having the goods repaired; and

- (b) if the breach relates to services;

- (i) the supplying of the services again; or

- (ii) the payment of the cost of having the services supplied again.

**15.2 Exclusion**

Except for those terms which cannot by law be excluded, all terms other than those expressly contained in this agreement are excluded.

**15.3 Exclusions from liability**

In no event will AUS-QUAL be liable (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit (whether consequential, special, incidental or indirect) which may arise in connection with this agreement.

**16. Relationship of the parties**

**16.1 No partnership**

Nothing contained in this agreement creates an agency, partnership, joint venture or employment relationship between the Client and AUS-QUAL or any of their respective officers, employees, agents or contractors.

**16.2 No holding out**

Neither party nor any person acting on behalf of the party may hold itself out as being entitled to contract or accept payment in the name of or on behalf of the other party.

**17. Termination**

**17.1 By either party**

Subject to clauses 17.2 and 17.3, either party may terminate this agreement by giving the other at least one month's notice prior to the anniversary of the Commencement Date or any subsequent anniversary.

**17.2 By Client**

The Client may terminate this agreement by notice within 2 months of receiving notification from AUS-QUAL of an increase in the Fees.

**17.3 By AUS-QUAL**

AUS-QUAL may, by notice to the Client, terminate this agreement at any time if it considers that its continued Certification of the Client may damage AUS-QUAL's reputation or goodwill or the reputation or goodwill in the AUS-QUAL Marks.

**17.4 Default**

If a party (**Defaulting Party**):

- (a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or

suffers any other form of external administration;

- (b) fails, within 14 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy; or
- (c) breaches any of its obligations under this agreement which is not capable of remedy,

the other party (**Innocent Party**) may, by notice to the Defaulting Party, terminate this agreement and recover from the Defaulting Party all damages, losses, costs and expenses suffered by the Innocent Party.

## 17.5 Effect of termination

On expiry of the Term or termination of this agreement, or on withdrawal of any Certification:

- (a) the Certificate is cancelled and is no longer valid;
- (b) the Client must immediately return the Certificate to AUS-QUAL;
- (c) the Client must immediately cease representing that it is Certified;
- (d) the Client must immediately cease using the AUS-QUAL Marks;
- (e) if notified in writing by AUS-QUAL, without limiting clause 17.5(d), the Client must immediately withdraw all packaging, advertising, direct marketing, public relations and promotional and other materials bearing the AUS-QUAL Marks or, with the prior written consent of AUS-QUAL, remove or cover the AUS-QUAL Marks;
- (f) the Client must sign such notice of cessation of use of the AUS-QUAL Marks as AUS-QUAL may require; and
- (g) all sums owed by the Client to AUS-QUAL in connection with this agreement become immediately due and payable.

## 18. Dispute resolution

If the Client requires reconsideration of a decision of AUS-QUAL, the parties must follow the dispute and appeals procedure set out in the Rules.

## 19. Miscellaneous

### 19.1 Notices

- 19.1.1 A notice under this agreement must be in writing and may be given to the addressee by:
  - (a) delivering it to the address of the addressee;
  - (b) sending it by pre-paid registered post to the address of the addressee;
  - (c) sending it by fax to the fax number of the addressee; or
  - (d) sending it to the e-mail address of the addressee,

and the notice will be deemed to have been received by the addressee on receipt.

- 19.1.2 A fax is deemed to have been received on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the addressee.

### 19.2 Amendment

This agreement may only be varied by written agreement signed by the parties.

### 19.3 Assignment

A party must not assign any of its rights or novate any of its obligations under this agreement without the prior written agreement of the other party.

### 19.4 Entire agreement

- 19.4.1 This agreement embodies the entire understanding and agreement between the parties as to its subject matter.

- 19.4.2 All previous agreements, arrangements, negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

### 19.5 Further assurance

Each party must promptly sign all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

### 19.6 Governing law and jurisdiction

- 19.6.1 This agreement is governed by and must be construed in accordance with the laws of Queensland.

- 19.6.2 Each party:

- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and all courts which have jurisdiction to hear appeals from those courts; and
- (b) waives any right to object to proceedings being brought in those courts for any reason.

### 19.7 GST

In relation to any GST payable for a taxable supply (as defined under GST Law) by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST Law).

## 1. Use of AUS-QUAL Marks

The AUS-QUAL Marks may only be used in accordance with the Rules. The Rules are subject to change from time to time, and a current version of the Rules is available on the AUS-QUAL website at [www.ausqual.com.au](http://www.ausqual.com.au). The Rules as at the Commencement Date state the following:

The Marks can be used by client organisations on company stationery, business cards, flags, buildings and other promotional material identified within the scope of the certification.

Where the approval relates to the Quality Management System or Food Safety (HACCP) System covered by the scope of certification (System Certification), the Marks must not be used on products nor used in any way that would imply that the actual product is certified or that it (the product) conforms to a particular standard.

Where the approval relates to the Product covered by the scope of the certification (Product certification), the Marks may be used on the actual product, but only if the owner of an associated product standard Mark approves of its use, and then only if specific approval to do so is given and included in the Licence & Service agreement.

The Marks can be used on larger boxes etc., used for transportation of products, together with a statement; "(This product) was manufactured in a plant whose quality management system is certified as being in conformity with (Name of Standard)."

The Marks must not be used on any type of certificate or laboratory test or analysis report that could imply the product conforms to a standard or other product criteria including microbiological counts or maximum residue levels.



**SCHEDULE 1**  
**AUS-QUAL MARKS**

**AUS-QUAL Certification Mark**

The AUS-QUAL Marks must be used in accordance with: “Rules for Use of AUS-QUAL Marks”. This document is available on the AUS-QUAL website ( [www.ausqual.com.au](http://www.ausqual.com.au) ) or by contacting AUS-QUAL.

The mark may be used in any one (only) colour.

Standard colour is Green [Green – Pantone Solid Coated 349] (For Web Safe colours, choose the closest possible using a screen set to colour temperature 9300°K.)



**OR**

**AUS-QUAL Product Certification Mark**

The Mark must be used in accordance with: “Rules for Use of AUS-QUAL Marks”. This document is available on the AUS-QUAL website ( [www.ausqual.com.au](http://www.ausqual.com.au) ) or by contacting AUS-QUAL.

The mark may be used in any one (only) colour.

Standard colour is Green [Green – Pantone Solid Coated 349] (For Web Safe colours, choose the closest possible using a screen set to colour temperature 9300°K.)



**OR**

**AUS-QUAL Organic Certification Mark**

The Mark must be used in accordance with: “Rules for Use of AUS-QUAL Marks”. This document is available on the AUS-QUAL website ( [www.ausqual.com.au](http://www.ausqual.com.au) ) or by contacting AUS-QUAL.  
This Mark cannot be used on product.

The mark may be used in any one (only) colour.

Standard colour is Green [Green – Pantone Solid Coated 349] (For Web Safe colours, choose the closest possible using a screen set to colour temperature 9300°K.)



The two Organic Program marks (below):

AUS-QUAL Organic Product – Certification Mark; and

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AUS-QUAL Organic Product – In Conversion Certification Mark;  
can be used on certified product in accordance with the Rules of the Program.



AUS-QUAL Organic Product -  
Certification Mark



AUS-QUAL Organic Product -  
In Conversion Certification Mark

The AUS-QUAL Organic Product Certification Mark and the AUS-QUAL Organic Product in Conversion Certification Mark can only be used on Certified Organic and Certified Organic In Conversion product respectively, subject to Terms and Conditions. A separate and subsequent License Agreement between AUS-QUAL Pty Ltd and your enterprise is required prior to being able to use either of these Certification Marks on Certified Organic Product and / or its packaging.