



The Parties:

Tricel (Killarney) Unlimited company, Ballyspillane Industrial Estate, Killarney, Co. Kerry, V93 X253, Ireland, duly represented in this matter by James Butler, Head of Division Environmental, hereinafter referred to as the "**Tricel**",

and

Vlaamse instelling voor technologisch onderzoek, Certipro® department, Boeretang 200, 2400 Mol, duly represented in this matter by Dirk Fransaer, Managing Director of VITO, hereinafter referred to as "**Certipro®**",

have agreed as follows:

1 Subject of the licence

- 1.1 **Certipro®** grants to **Tricel** the certificates and licence with regard to the use of the **BENOR** brand for the products stated in annex 1, manufactured in the production units also stated in annex 1, on the condition that **Tricel** during the certification period continuously fulfils the obligations stated below and **Certipro®** carries out the corresponding inspections.
- 1.2 The authorisation to use the certification and the mark pertains to **Tricel**, which holds the certificates to which this licence relates. It is not transferrable without the prior approval of **Certipro®**.
- 1.3 The CRT-PR001 product certification regulations of **Certipro®** and the technical specifications in respect of the certification and conditions for application outlined in annex 1 form an integral part of this agreement.
- 1.4 The product descriptions of **Tricel** within the framework of this licence also form an integral part of this agreement.
- 1.5 The annexes to this agreement shall be updated each time this is necessary, for example in the case of additions, omissions or amendments in respect of a product or production system, inspection scheme and the documents referred to in article 1.3. Each amendment requires the signature of both parties to indicate their approval.



- 1.6 This agreement is valid for a period of 3 years from its signing, it will however be tacitly extended for a new period of 3 years as long as neither of the two parties cancels the agreement prior to the end of this period. Changes to this agreement may only be made by written agreement between the two Parties. **Certipro®** may cancel the agreement immediately in the case of serious breaches. **Certipro®** also reserves the right to review the unit prices in annex 3 after a period of 3 years.

2 Implementation arrangements with regard to BENOR product certificates

- 2.1 Both Parties shall designate an employee who will be responsible for all contacts and administration, the technical coordination and the transfer of information and results between the Parties.

For **Tricel** this is David Cotter, technical manager at **Tricel**

For **Certipro®** this is Corneel Zwijzen, project manager at **Certipro®**

- 2.2 **Certipro®** shall make available to the **Tricel** a certificate in 3 languages (NL, FR, EN) for each individual product range per production unit. The validity of the certificates may be assigned, suspended or withdrawn individually. If the validity of a certificate is withdrawn by **Certipro®**, **Tricel** shall return the certificates to **Certipro®**.
- 2.3 In the case of changes to the documents with respect to the certification referred to in article 1.3, **Certipro®** shall inform **Tricel** of this immediately, stating the time available to **Tricel**, during which it shall adapt to the modified requirements.
- 2.4 **Certipro®** shall inform **Tricel** immediately in case of any changes to the design or production process of a product which is subject to this agreement (see article 1.4).
- 2.5 **Certipro®** undertakes to treat the information obtained within the framework of this agreement as confidential, both during the term and after termination of the agreement. This obligation to observe confidentiality does not apply to information that:
- was already in the public domain or became part of the public domain other than as a result of any act or failure to act by **Certipro®**;
 - was already known to **Certipro®** at the moment that it was informed of this by the **Tricel**;
 - was obtained in a lawful manner by **Certipro®** from a third party.

The obligation to observe confidentiality does not apply if **Certipro®** suspects serious danger to persons or goods. **Certipro®** shall consult **Tricel** wherever possible before informing the persons who are at risk or whose property is at risk and/or the competent authorities of the danger.

In addition **Certipro®** shall be released from its obligation to observe confidentiality if misunderstandings occur due to **Tricel** disclosing the results with regard to this licence, if **Tricel** makes statements about this licence that **Certipro®** deems to be misleading or unauthorised, or if **Certipro®** is discredited.

- 2.6 **Tricel** agrees to place the logo of the BENOR brand on the products themselves, in accordance with the brand rules set out in the special regulations and the specific regulations for the various products included in annex 2.



- 2.7 By placing the BENOR certification logo on the product **Tricel** guarantees that the product is compliant and implement take all measures to ensure that this is always the case.
- 2.8 At the request of **Certipro®** **Tricel** shall make available to **Certipro®** all data necessary for the performance of its duties under this agreement. This includes the possibility at any time of examining documentation and gaining access to all company departments, files (including internal audit reports) and personnel of **Tricel** who are involved in the manufacture of the products stated in annex 1 and that **Certipro®** considers necessary for the performance of its duties under this agreement, including (but not exclusively) within the framework of periodic inspections. However the inspection and any taking of samples should not disturb production.
- 2.9 The placing of the BENOR certification logo on the product does not release the **Tricel** from its responsibilities, not does it replace them with those of **Certipro®**, the NBN, the BENOR vzw, or any other body involved in the certification.

3 Property rights

- 3.1 **Tricel** has complete and free power to dispose of the results within the framework of this agreement, without prejudice to the copyrights of **Certipro®**, and in so far as the **Tricel** has fulfilled all its obligations (including full payment) arising from this agreement.
- 3.2 **Tricel** undertakes to make statements regarding the BENOR product certification of its products only in respect of the area of application to which it applies.

4 Liability

- 4.1 **Certipro®** can only be held liable for any direct damage that the **Tricel** may suffer as the result of the incorrect execution of this agreement by **Certipro®**, and this amounting to a maximum of the price owed by **Tricel** in accordance with article 5.
- 4.2 Any damage suffered as the result of application or use of the results within the framework of this agreement shall be fully for the account of **Tricel**.

5 Cost price and payment terms

Annex 3 forms part of this licence and must always be kept up to date; this annex sets out the payments for all tasks related to the certification of the products covered by this agreement.

The costs of testing in an external laboratory are not included in this annex. These costs form the subject of an agreement between the laboratory and **Tricel**.

All the amounts stated in annex 3 are exclusive of VAT. The invoices must be paid 30 days after the invoice date. The amounts must be paid into account no. 435-4508191-02 of **Certipro®** stating "**Certipro®** 1410096 W44 – licence number CRT-016-KW>".



Drawn up in Mol on 22/ february 2018 in duplicate, each Party acknowledging that they have received one original copy,

For and on behalf of Certipro[®],

Name: Dirk Fransaer

Title: Managing Director

Signature:



For and behalf of the Tricel,

James Butler

Head of Division Environmental

BENOR Product Certification Licence

CRT-016-KW

Annex 1: List of products and production units covered by the licence

Technical specification/regulation	Product	Production unit
CRT-TR002	Prefabricated small scale wastewater treatment plant: Tricel Novo BENOR 1-50 IE	Tricel (Skillarney) Unlimited company, Ballyspillane Industrial Estate, Killarney, Co. Kerry, V93 X253, Ireland

Drawn up in duplicate in Mol, on 22/ february 2018

For and on behalf of Certipro[®],


Dirk Fransaer

Director

For and on behalf of the Tricel,

James Butler

Head of Division Environmental

BENOR Product Certification Licence

CRT-016-KW

Annex 2: BENOR logo

General

The typography of the BENOR logo is as stated in the accompanying figure. The font of the word BENOR is Helvetica and the logo is monochrome.

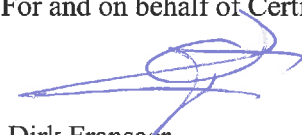
Specific details

For the following products the corresponding text should be stated under the BENOR logo. The font is also Helvetica.

Product	Text belonging to the BENOR logo
Small scale wastewater treatment plant	Sector afvalwaterzuivering: KWZI (aantal IE) Secteur d'Ingénierie d'eaux usées: STEPI (nombre EH) Wastewater treatment sector: small scale wastewater treatment plant (PE number)

Drawn up in duplicate in Mol, on 22/ february 2018

For and on behalf of Certipro[®],



Dirk Fransaer

Director

For and on behalf of the Tricel,

James Butler

Head of Division Environmental

BENOR Product Certification Licence

CRT-016-KW

Annex 3: Financial

The amounts stated are in Euros. They are index linked (reference index 01/01/03) and adjusted once a year on 1 January based on the following formula:

$$h = h_0 \frac{(S)}{S_0}$$

where: h = revised amount
h₀ = basic amount
S = value of the general index "S" published by the Federal Public Service Economy, SME, Middle Classes and Energy – on 1 January of the year in question
S₀ = value of S on 01/01/03 (= 24.318)

1. Administrative payment

Payment type	Product type	Unit price	Quantity	Total
<i>BENOR entry fee</i>	1 st product	500	1	500
	Additional products	300		
<i>Making significant change to licence (excluding research)</i>		200		
<i>Annual contribution</i>	1 st product	1250	1	1250
	Additional products	750		
<i>Making significant change to licence (excluding research)</i>		200		
<i>Correspondence</i>	letter	€15/sheet + hourly rate (min 10 min)		
<i>Hourly rate</i>		€102.5/hour		
<i>Kilometre allowance (excluding hourly rate)</i>		€0.56/km		

2. Costs of periodic inspection per year ⁽¹⁾				
Product type	Surveillance audit	Unit price	Quantity	Total
Septic tank	Fee (per day worked)	820		
	Transport and accommodation costs (abroad)	To be determined on a case-by-case basis		
	Evaluation of inspection report by other registered body/institution	1250		
	Audit by registered body (without accommodation or kilometre-based charge)	820		
Product type	Surveillance audit	Unit price	Quantity	Total
Small scale wastewater treatment plant	Fee (per day worked)	820	1	820
	Transport and accommodation costs (abroad)	To be determined on a case-by-case basis		
	Evaluation of inspection report by foreign institution	1250		
	Audit by registered body (without accommodation or kilometre-based charge)	820		
	Site visits			
	Fee (per day worked)	820	1	820
	Cost analysis ⁽²⁾	200	5	1000
TOTAL AMOUNT (estimated)			500.00 EUR (One-off)	3890.00 EUR (Annual)

(1) Exceptional inspection visits are not included. The same unit tariffs apply to these as for the surveillance audit.

(2) Analysis package: BOD, COD, suspended matter, sedimentary matter

Drawn up in duplicate in Mol, on 22/ february 2018

For and behalf of Certipro[®],



Dirk Fransaer

Director

For and on behalf of the Tricel,

James Butler

Head of Division Environmental