

## GENERAL TERMS AND CONDITIONS OF

- **Austria Bio Garantie GmbH (ABG)**
- **agroVet GmbH (agroVet)**

### I. Scope of application

These General Terms and Conditions shall apply between ABG/agroVet and its clients. The scope of application shall include the inspection and/or certification and other services unless otherwise agreed in writing or mandatorily provided by law.

### II. Scope of inspection and certification

The norms and/or standards requested by the client in the respective contract(s) concluded shall form the basis of contract. The client herewith declares that it is in possession of the relevant regulations and/or guidelines, and is aware of and complies with their provisions. The currently valid version can be requested from the competent authority or organization or retrieved from the homepage of Austria Bio Garantie ([www.abg.at](http://www.abg.at)) or agroVet ([www.agrovet.at](http://www.agrovet.at)) at all times. Clients shall be responsible for keeping themselves informed of any changes of the standards.

### III. Rights and obligations of ABG/agroVet

In the course of its contractual activities, ABG/agroVet undertakes to observe the provisions named in Item I. of the respective contract(s) concluded and, if conformity with the relevant requirements is determined to be given, to issue a report and/or certificate to the client, based on which the client can declare the products named in the certificate in accordance with the relevant guidelines.

The frequency of inspections shall depend on Item I. of the contract(s) concluded, e.g. in the organic sector, an inspection of the premises shall be conducted at least once a year, and additional unannounced and/or announced inspections, as specified by the currently valid version of Regulation (EC) No. 834/2007, shall be conducted.

The client shall authorize ABG/agroVet to keep records on the scope and duration of the certificate's validity and to make these records available to the public.

The client shall authorize ABG/agroVet to process certification data electronically and online and to keep records on the scope and duration of the certificate's validity. The signing of contract(s) by the client shall indicate the client's explicit permission, until revoked, for the publication of this data.

### IV. Rights and obligations of the client

The client undertakes to adhere to the provisions named in Item I. of the contract(s) concluded – (in the organic sector particularly to the provisions of Regulations (EC) 834/2007 and 889/2008 – especially the currently valid version of Article 63) – during the validity of the contract, and permit the necessary inspections to be conducted and participate in said inspections. This obligation shall include but shall not be restricted to record keeping and documentation in the form and with the content required by ABG/agroVet, said records to be saved for a period of at least ten years. ABG/agroVet and any inspection bodies commissioned by ABG/agroVet shall therefore be authorized for the purpose of inspection to enter the premises or places of business of the client during working hours in order to supervise production/operational procedures of the products to be inspected and in order to track the products to be inspected.

In the event that the client violates these guidelines and/or the provisions specified in Item I. of the contract(s) and/or puts the issued certificate to improper use, ABG/agroVet shall be entitled to withdraw the certificate without notice. If certification is revoked, the client shall return the original certificate to ABG/agroVet. Furthermore, from the date of withdrawal, the client may no longer make any declaration concerning the respective products and advertising materials pursuant to the guidelines named in Item I. of the respective contract concluded.

The client shall be entitled, upon the client's request, to have access to documentation of the processes leading to certification (if applicable). The client shall also have the right to appeal ABG/agroVet decisions within 14 days of receipt. Appeals shall be filed in writing and sent by registered mail. The client shall also be entitled to file an appeal against ABG/agroVet decisions with the appropriate accreditation authority.

The client undertakes to remunerate all expenses associated with inspection and/or certification. The client shall acknowledge with assent that economic changes can affect the amount of fees to be charged and that these may vary. ABG/agroVet shall inform the client in writing of fees to be charged, said notification to be delivered to the most recent address (or e-mail address) given by the client. Revised fees disclosed in this manner shall be contractually binding, unless the client has submitted an objection in writing. The valid fees form an integral part of these General Terms and Conditions and can be retrieved from the homepages of ABG ([www.abg.at](http://www.abg.at)) and agroVet ([www.agrovet.at](http://www.agrovet.at)) at all times.

Amounts receivable resulting from the respective contract(s) concluded shall be payable within 14 days. In the case of default, belated payment or incomplete payment, ABG's/agroVet's obligation to certify ceases. Furthermore, in the case of belated payment ABG/agroVet shall be entitled – after setting a new appropriate deadline of 14 days in writing without success – to prematurely terminate without notice the respective contract(s) concluded.

Default interest shall be set at 8% per annum by mutual agreement; any higher rate of default interest to which ABG/agroVet is legally entitled shall remain unaffected. Payments made shall first be used to settle costs, then interest, and then capital amounts. In the case of default of payment, the client shall bear all costs of debt collection resulting from the default of payment.

For reminder fees, see the most current fee list, which forms an integral part of the General Terms and Conditions.

The client undertakes to inform ABG/agroVet immediately and in writing of any significant changes in the operation as described in the service description.

The client undertakes to inform ABG/agroVet immediately and in writing if the business to be inspected or any part thereof is transferred to another legal entity or will be operated by another legal entity. Furthermore, the client shall transfer any and all rights and obligations resulting from the respective contract(s) concluded to any legal successor(s).

Furthermore, the client shall keep a record of any reclamations of third parties with regard to ABG's/agroVet's inspection and/or certification activities and shall inform ABG/agroVet thereof immediately and in writing.

The client may apply for a password for access to the password-restricted area of ABG's/agroVet's online database. The client shall maintain confidentiality pursuant to the Data Protection Act (*Datenschutzgesetz*, DSG) with regard to the transferred data and the password provided, and exercise due diligence in handling data and password. This provision shall apply without restrictions also to employees of the client.

Transfer of data shall be strictly confidential and solely for the client's own information. In the event of abuse or improper use of the data transferred or a violation of these provisions, the client's right of access to the database shall be revoked.

Furthermore, the client undertakes to indemnify and hold ABG and/or agroVet harmless for all damages resulting from the unauthorized transfer of data and passwords to third parties or from the improper use of data.

#### **V. Use of the trademark logotypes of ABG/agroVet**

The client shall be entitled, after inspection and/or certification, to use the inspection and certification logotypes registered for ABG/agroVet. The use of said logotypes shall be governed by the Terms of Use of ABG/agroVet which form an integral part of the currently valid version of the General Terms and Conditions, and can be retrieved from the homepages of ABG ([www.abg.at](http://www.abg.at)) and agroVet ([www.agrovet.at](http://www.agrovet.at)) at all times.

#### **VI. General provisions**

With the exception of the sanctions involving immediate termination of the contract without notice as stipulated in Item 2. of the contract as well as the sanctions stipulated in Items III. and V. of the General Terms and Conditions, both contracting parties shall be entitled to prematurely terminate the respective contract(s) concluded without adhering to the prescribed notice period, i.e.:

- a) ABG/agroVet if
- insolvency proceedings are declared in relation to the client's assets or are denied due to the probability of insufficient assets to finance such proceedings,
  - ABG/agroVet was deceived with regard to significant aspects, upon which the inspection contract was based,
  - the client continually violates the obligations contained in the respective contract(s) concluded.
- b) the client if
- insolvency proceedings are declared in relation to ABG's/agroVet's assets or are denied due to the probability of insufficient assets to finance such proceedings,
  - ABG/agroVet continually violates contractual provisions.

The right to terminate the respective contract(s) concluded by mutual agreement shall remain unaffected.

**As of: 2011-06-07**

#### **VII. Contract fees, formal requirements**

Until now, the finance authorities have proceeded on the assumption that no fees apply to the respective contract(s) concluded. If the finance authorities should change their legal conception or if changes in relevant provisions of such contract(s) lead to an alteration of this status, the client shall bear all costs caused by this and indemnify and hold ABG/agroVet harmless in this respect.

Any amendments or additions to the respective contract(s) concluded shall be made in writing, including but not restricted to an amendment of this formal requirement. If any of the provisions is or becomes invalid, the validity of the remaining provisions shall remain unaffected. In this event, the invalid provision shall be replaced by a provision that corresponds most closely to the hypothetical will of the contracting parties. No oral supplemental agreements exist with respect to the respective contract(s) concluded.

#### **VIII. Confidentiality**

The contracting parties undertake to keep all information concerning the business circumstances of the contracting partner obtained as a result of the respective contract(s) concluded strictly confidential. The contracting parties also undertake to transfer the obligation to maintain confidentiality about these circumstances to all personnel and inspection staff involved in the fulfillment of the contract(s).

The obligation to maintain confidentiality shall not apply to reporting information to those authorities involved in the implementation of the statutory provisions in respect of which ABG/agroVet is to conduct inspections, or to the provision of information to other nationally recognized inspection authorities and/or associations and/or specification operators within the meaning of Item 1. of the respective contract(s) concluded, insofar as the client is a contractual partner of one of the above-named organizations.

#### **IX. Liability**

ABG/agroVet shall be liable for malicious intent and/or gross negligence of its representatives and fulfillment staff. The client shall be liable vis-à-vis ABG/agroVet in the case of a violation of the respective contract(s) concluded for damages resulting from this violation. The client shall indemnify and hold ABG/agroVet harmless and its personnel with respect to any claims for damages raised by third parties.

#### **X. Agreement on the place of jurisdiction**

This contractual relationship shall be governed by Austrian law. The place of jurisdiction shall be Korneuburg.

#### **XI. Integral parts of the General Terms and Conditions**

- Valid fees of ABG and agroVet
- Terms of Use of the Trademark Logotypes of ABG/agroVet (see [www.abg.at](http://www.abg.at) and [www.agrovet.at](http://www.agrovet.at) or request a hard copy from the respective office) for clients in Austria.
- Clients located outside of Austria have to get the permission from ABG/agroVet for using the Trademark Logotypes.