

# **GENERAL TERMS AND CONDITIONS**

## **of the certification bodies listed in the Appendix**

### **I. Scope of application**

These General Terms and Conditions shall apply between each certification body 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 and retrieved from the homepage of the certification body (see Appendix to the General Terms and Conditions) at all times. Clients shall be responsible for keeping themselves informed of any changes of the standards.

### **III. Rights and obligations of the respective certification body**

In the course of its contractual activities, each certification body undertakes to observe the provisions named in Item 1 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 1 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 and the currently valid versions of its implementing regulations, shall be conducted.

The client shall authorize the relevant certification body 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 the relevant certification body 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 1 of the contract(s) concluded (in the organic sector particularly to the provisions of the currently valid version of Regulation (EC) 834/2007 and the currently valid versions of its implementing regulations – especially the currently valid version of Article 63 of Regulation (EC) 889/2008), including implementing appropriate changes, during the validity of the contract(s), and permit the necessary inspections to be conducted and participate in said inspections. Certification is granted for the relevant scope of certification. If the certification applies to ongoing production, the certified product shall fulfil the product requirements at all times.

The client undertakes to comply with the obligation of record keeping and documentation in the form and with the content required by the respective certification body, said records to be saved for a period of at least ten years. In the event that the client leaves the inspection system, the client accepts that its inspection documents will be kept by the respective certification body for another period of at least five years.

The client shall have the possibility to reject the inspectors commissioned by the certification body on the grounds of a conflict of interest, stating such grounds in writing, if such grounds give rise to doubts as to the inspectors' impartiality. The relevant certification body shall take a decision and, if appropriate, replace the inspector.

The certification body and any independent inspection bodies commissioned by it shall therefore be authorized for the purpose of inspection to enter the premises and places of business of the client during working hours in order to supervise, together with the personnel, production/operational procedures of the products to be inspected and in order to track the products to be inspected. After having consulted the client, representatives of the authorities and representatives of specifications and/or standards operators (if the client is a contractual partner of one of those organizations) may accompany the inspection bodies. If the client has outsourced any activities to other bodies, such bodies shall meet the requirements of the currently valid version of ISO 17065 as well.

If the client provides copies of the certification documents to other bodies, the documents shall be reproduced in their entirety or as specified in the relevant requirements.

The client undertakes to comply with the requirements prescribed in Item 1 of the respective contract(s) and in the terms of use of the respective trademark logotypes and information at all times and to refrain from use in such a misleading manner as to bring the relevant certification body into disrepute.

The client undertakes to inform the relevant authority or authorities or certification bodies without delay of any irregularity or infringement of the provisions specified in Item 1 of the contract(s) that may affect the status of the client's products or the status of products received from other operators or subcontractors.

In the event that the client puts the issued certificate to improper use, the relevant certification body shall be entitled to withdraw the certificate without notice. If certification is revoked, the client shall return the original certificate to the relevant certification body. 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 1 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 decisions by the certification body within 14 days of receipt. Appeals shall be filed in writing and sent by registered mail. The client shall also be entitled to appeal decisions by the certification body 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 rates to be charged and that these may vary. The relevant certification body shall inform the client in writing of rates to be charged, said notification to be delivered to the most recent address (or e-mail address) given by the client. Revised rates disclosed in this manner shall be contractually binding, unless the client has submitted an objection in writing. If an objection is raised and no amicable agreement is reached, the certification body shall have the right to terminate the contract(s) with immediate effect without observing a period of notice. The valid rates form an integral part of these General Terms and Conditions and can be retrieved from the homepage of the certification body (see the Appendix to the General Terms and Conditions) at all times.

Amounts receivable resulting from the respective contract(s) concluded shall be payable within 14 days. If the contractual relationship is terminated during the calendar year, the client shall settle all costs already incurred up to that point. In the case of default, belated payment or incomplete payment, the certification body's obligation to certify ceases. Furthermore, in the case of belated payment, the respective certification body – after having sent a written reminder and set a grace period of 14 days without success – shall be entitled 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 the relevant certification body 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 rate list, which forms an integral part of the General Terms and Conditions.

The client undertakes to inform the relevant certification body immediately and in writing of any significant changes in the operation as described in the service description. The client shall give notice of any changes that may affect its ability to conform with the certification requirements (e.g. changes in the commercial or organizational status, changes in the ownership structure, changes in organization and management as well as quality management, modifications to the product or the production method, changes of contact addresses, etc.). The client further undertakes to inform the relevant certification body and the competent authority immediately and in writing if the client withdraws from the inspection system, or 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 and complaints made known to it relating to the inspection and certification activities and of any deficiencies found in the products and shall inform the respective certification body thereof immediately and in writing. The client shall make arrangements for the investigation of complaints and reclamations and swiftly take appropriate action. The actions taken shall be documented.

The client may apply for a password for access to the password-restricted area of the online database of the relevant certification body. 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 the certification body harmless for all damages resulting from the unauthorized transfer of data to third parties or from the improper use of data.

#### **V. Use of the trademark logotypes of the relevant certification body**

The client shall be entitled, after inspection and/or certification, to use the inspection and certification logotypes registered for the relevant certification body. Use shall be subject to the terms of use of the certification body.

#### **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) the certification body, 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,
  - the certification body 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 the assets of the certification body or are denied due to the probability of insufficient assets to finance such proceedings,
  - the certification body continually violates contractual provisions.

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

#### **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 the relevant certification body 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 enforcement of the statutory provisions in respect of which the relevant certification body is to conduct inspections, or to the provision of information in connection with any irregularity or infringement or other factor influencing the products to other nationally recognized inspection bodies 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**

Within the European countries, each certification body shall be liable only for malicious intent and/or gross negligence of its representatives and fulfillment staff. The client shall be liable vis-à-vis the relevant certification body in the case of a violation of the respective contract(s) concluded for damages resulting from this violation. The client shall indemnify and hold the certification body and its personnel

harmless with respect to any claims for damages raised by third parties.

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

The place of jurisdiction and the law to be applied to the contract with regard to the relevant certification body are referred to in the Appendix to the General Terms and Conditions.

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

- Valid rates of the certification body
- Terms of use of the trademark logotypes of the relevant certification body and the combined ABG/EU organic farming logo (see the relevant homepage of the certification body, or request a hard copy from the respective office).

**As of: 29 March 2016**

**Appendix**  
**to the General Terms and Conditions**

**These General Terms and Conditions apply to the following certification bodies:**

- **Austria Bio Garantie GmbH (ABG)**  
Company register no.: 78753p  
Data processing register no.: 0921157  
Homepage: [www.abg.at](http://www.abg.at)  
Austrian law, place of jurisdiction: Korneuburg
  
- **agroVet GmbH (agroVet)**  
Company register no.: 162821i  
Data processing register no.: 1053060  
Homepage: [www.agrovet.at](http://www.agrovet.at)  
Austrian law, place of jurisdiction: Korneuburg
  
- **Austria Bio Garantie d.o.o., Croatia**  
Company register no.: 080665069  
Homepage: [hr.abg-cert.com](http://hr.abg-cert.com)  
Croatian law, place of jurisdiction: Zagreb
  
- **Austria Bio Garantie GmbH Enzersfeld Sucursala București, Romania**  
Company register no.: J40/4498/2016  
Homepage: [ro.abg-cert.com](http://ro.abg-cert.com)  
Romanian law, place of jurisdiction: Bucharest
  
- **Austria Bio Garantie Branch Bulgaria**  
Company register no.: 203483247  
Homepage: [bg.abg-cert.com](http://bg.abg-cert.com)  
Bulgarian law, place of jurisdiction: Sofia