

General Terms and Conditions (GTC) Eurofins ARS PROBATA GmbH

I. Terms, definitions and scope of application

1. Terms and definitions

The following terms and abbreviations are used in these General Terms and Conditions with the following meanings:

"Client"	hereinafter abbreviated to Client, is the customer commissioning the Contractor.
"Contractor"	hereinafter abbreviated to AN is Eurofins ARS PROBATA GmbH. In connection with organic inspection procedures, AN act as the inspection body, for all other certification procedures, AN act as the certification body.
"Control body"	hereinafter abbreviated to KS is Eurofins ARS PROBATA GmbH.
"Rulebook"	The entirety, collection of rules of the respective standard owner.
"Standard owner"	Economic associations, companies that publish a content-related requirements profile for example IFS Management GmbH, Verein für kontrollierte alternative Tierhaltungsformen e.V. (KAT), etc. For the "organic farming" sector, this refers to the state authorities.
"Certification program"	Certification system that relates to specific products and/or management systems to which the same defined requirements, specific rules and procedures are applied, e.g. IFS Food, IFS Broker, KAT as valid version.
"Certification body"	hereinafter abbreviated to CB is Eurofins ARS PROBATA GmbH.
"Certification system"	Rules, procedures, and management for the implementation of certifications.

2. Scope of application

These General Terms and Conditions apply to all services provided by the Contractor and to all rights and obligations of the contracting parties resulting from the contractual relationship with the Client. Any deviating terms and conditions of the Customer shall not become part of the contract. Counter-confirmations by the Customer with reference to its terms and conditions are hereby expressly rejected. If translations of these GTC are made into other languages, only the German text shall be authoritative in the event of contradictions with the German version.

II. General clauses

1. Conclusion of contract

- (1) Before the start of the certification/inspection procedure, it must be clarified between the contractor and the client:
 - according to which certification program the certification/inspection procedure is to be carried out
 - whether the client's application is to be assigned to a certification program or not
 - whether the certification program is subject to accreditation or not
 - which parts of the client's organization should/can be included in the certification.
- (2) Based on this information, the Contractor shall prepare an offer for audits/inspections in the respective certification program. Unless otherwise agreed, the offer shall apply to all locations or branches of the locations or branches of the Client involved in the certification program.
- (3) A contract between the Client and the Contractor is concluded when the Client accepts the Contractor's offer without reservation, by sending a written confirmation of the offer to the Contractor within the period of validity of the offer or, in the case of inspections in accordance with EU regulations on organic farming by signing the inspection contract of both parties. This also applies if the organic inspection procedure requires the submission of further documents in the original for the competent authority.

2. Subject matter of the contract

The Contractor shall carry out the certification and monitoring based on the respective service description in the offer and the underlying regulations and shall issue a certificate/confirmation/attestation upon successful

completion of the test procedure.

The Contractor performs the following tasks for the Client:

- (1) Implementation of the certification/inspection procedure in accordance with the relevant specifications and requirements of the respective certification program and based on the respective valid accreditation standard, in the respective valid version. All activities carried out by the Contractor in connection with this contract shall be carried out in accordance with the currently applicable specifications and requirements of the respective certification program (regulations, checklists, guidelines, legal bases) the legal requirements of EU Organic-legislation and based on the applicable accreditation standard, , in the respective valid version. This applies to all points of this agreement.
- (2) The certification covers the products and technologies that are initially named on the application form for certification and any changes that have been notified to the Contractor in writing in advance of an evaluation and approved by the Contractor.
- (3) Carrying out independent, neutral audits/inspections and all related activities such as reporting related activities, submission of the report to the database, associated with the certification certification program (if specified by the standard owner), certification decision, if necessary, sampling, issuing certificate/confirmation/certificate (if the requirements are met).

3. Liability

- (1) The Contractor shall be liable in accordance with the statutory provisions for culpable injury to life, limb or health. body or health. He shall be liable for intent and gross negligence - irrespective of the legal grounds - including for intent and gross negligence of its representatives or vicarious agents. In the event of a grossly negligent breach of duty, liability shall be limited to the typically foreseeable damage that typically occurs.
- (2) He shall also be liable for damages caused by the culpable breach of a material contractual obligation. A material contractual obligation is an obligation whose fulfilment is essential for the proper fulfilment of the contract in the first place and on compliance with which the contractual partner regularly relies on and may rely on. In this case, liability is limited to the typically occurring, foreseeable damage, foreseeable damage.
- (3) The Contractor shall be liable without limitation in the event of fraudulent intent and non-compliance with a guarantee given by it.
- (4) Insofar as liability towards the Contractor is excluded or limited, this shall also apply to the liability of its representatives or vicarious agents.
- (5) The limitation period for claims for damages shall be governed by the statutory provisions.

4. Remuneration

- (1) The remuneration stated in the offer shall be decisive. Unless otherwise agreed, the prices shall be subject to value added tax at the applicable statutory rate.
- (2) Unless otherwise agreed, the remuneration due shall be paid within 14 days of receipt of the invoice and without discount deduction. The statutory provisions concerning the consequences of default of payment.
- (3) If the Client is in default with the payment of the invoice despite the due date and a reasonable grace period the Contractor may withdraw from the contract, withdraw the certificate/confirmation/certificate (if specified in the rules and regulations of the respective standard owner), claim damages for non-performance non-fulfilment and refuse further performance of the contractual services. If the Contractor withdraws for the reasons, the Client may not claim damages for the withdrawal.
- (4) Complaints about the Contractor's invoices must be made in writing within two weeks of receipt of the invoice.

5. Personnel

The Contractor shall provide qualified personnel for the activities to be carried out who meet the requirements of the respective certification program.

6. Contract duration

- (1) The contract is concluded for an indefinite period.
- (2) The contract can be cancelled with a notice period of six months to the end of a calendar month.

- (3) If the client ceases operations, he may terminate the contract prematurely with two weeks' notice to the end of the month. Corresponding proof (e.g. business deregistration) must be sent to the Contractor.
- (4) The right of both contracting parties to extraordinary termination for good cause remains unaffected. Good cause for termination by the Contractor shall be deemed to exist in particular if the Client files an application for the opening of insolvency proceedings against its assets or if insolvency proceedings are opened or the opening of such proceedings is rejected for lack of assets.
- (5) Any cancellation must be made in writing.

7. Confidentiality, data protection

- (1) The Contractor is obliged to maintain confidentiality regarding all confidential information within the contractual relationship. Confidential information is all information which contains business or trade secrets or is labelled as confidential.
- (2) The Contractor shall use confidential information only for the contractual purpose provided for this agreement. He is authorized to disclose confidential information insofar as he is obliged to do so in the scope of its activities as CB/KS to disclose confidential information based on a legal provision or of the accreditation body and standard owner or a body commissioned by the standard owner to pass on confidential information. Such disclosure shall not constitute a breach of the duty of confidentiality to paragraph 1 of this section.
- (3) Other transfers require the prior written consent of the Client.
- (4) In the event that the client changes the CB/KS, data is forwarded in accordance with the requirements of the relevant standard owner.
- (5) The obligation of the Contractor to maintain confidentiality shall apply for the duration of this contract and shall continue after termination of the contract for a period of five years.
- (6) The Contractor shall be obliged to instruct employees about confidentiality to the above extent, who are permissibly called in to carry out the activity.
- (7) The Contractor processes personal data in accordance with data protection regulations. Details on data processing can be found in the Contractor's privacy policy at the following link [link www.ars-probata.com/Datenschutz](http://www.ars-probata.com/Datenschutz).

8. Rights of objection and appeal of the AG

- (1) The employer may submit a complaint, objection, or dispute to the employee in writing. An objection must be submitted to the Contractor no later than 6 months after the certification result. In the event of an objection, the Contractor shall decide within a period of 20 working days. An initial response to an appeal will be given within 10 working days. A comprehensive written response will be provided after a thorough investigation of the complaint.
- (2) Procedural instruction AL-06/VA-04, as amended, applies to the objection and appeal procedure. Details can be found in the procedural instructions under the following link www.ars-probata.com/Einspruch and appeal.

III. Clauses relevant to certification

1. Duties and responsibilities of the ZS/KS

- (1) Carrying out independent, neutral audits/inspections using authorized auditors/inspectors.
- (2) Preparation of audit reports/control reports with audit/control results and entry of the necessary data into the central database data, if specified by the relevant standard owner.
- (3) Certification decision, if provided for the certification program, based on the document review and/or on-site audit and, if applicable, review of the action plan.
- (4) If the agreed certification or inspection procedure has been completed with a positive result, the Client shall receive the corresponding certificate/confirmation or attestation from the Contractor, if this is

provided for the certification program. The term of the certificate/confirmation or attestation certificate/confirmation or attestation is based on the requirements of the respective certification scheme.

- (5) The Contractor undertakes to carry out the above-mentioned activities neutrally, independently, conscientiously, professionally fair and in accordance with this contract. He undertakes to document the results of the audits/inspections in such a way that the audit/inspection results can be easily made available at any time. The Contractor shall create the technical prerequisites internally to ensure data collection in the respective database (if available in the certification program) in accordance with the specifications of the respective standard owner.
- (6) The Contractor is obliged to grant the standard owner and - insofar as this is prescribed by law - the competent official bodies and to report on the audit/inspection activities carried out in accordance with the applicable statutory provisions.
- (7) Audits/inspections may be announced and/or unannounced as specified in the certification program.
- (8) The Contractor shall oblige its employees, where necessary, to observe and comply with the provisions of food provisions of food law, in particular the hygiene requirements, and to comply with the applicable occupational safety and accident prevention regulations of the client.
- (9) Subcontracting is carried out in accordance with the specifications of the respective standard. When assigning tasks to subcontractors, the client's consent must be obtained in advance.
- (10) The Contractor shall inform the Client immediately of the loss of any necessary authorizations/recognitions of the Contractor.
- (11) The contractor's auditor/inspector records all points required for certification carefully and comprehensible. The protocol or the respective report can be supplemented by internal company records (e.g. example form sheets, labels, etc.) of the Client, but only with the consent of the Client.
- (12) In the final meeting, the focal points of the audit/inspection must be discussed with the Client.
Any significant deviations from the requirements of the respective certification program must be mentioned. However, a decision on the certification status must not be made.
- (13) The monitoring process can comprise the following process steps:
 - obtaining information and explanations,
 - requesting documents and receipts,
 - unannounced audits due to current events,
 - the surveillance audits.

The type and scope of the monitoring measures on the part of the Contractor shall be based on the findings previous audits/inspections and product-specific requirements.
- (14) The Contractor shall be entitled to take additional measures (e.g. requesting special documents, conducting documents, performance of inducement audits) to ensure compliance with the certification requirements.
- (15) If the Contractor decides to "withdraw" or "suspend" or "block" the certification/authorization the original of the certificate/confirmation or attestation must be returned to the Contractor or verifiably destroyed.
If violations are detected in the use of the certificate/confirmation/attestation in the case of statements, the certification process/control procedure are detected, sanctions/measures will be applied by the measures by the Contractor against the Client. In the event of termination, suspension, or withdrawal of the certification/authorization approval, the use in business transactions, including all advertising materials and other documents (e.g. stationery) with a reference to certification must be discontinued.
- (16) Any deviations found from the agreed use of information on the certification or inspection process and/or from the agreed use of the certificate/confirmation/attestation may lead to the withdrawal of the certification/confirmation/attestation. Should facts subsequently reveal that a certification does not meet the requirements specified in the certification program the certificate/confirmation or attestation may be suspended or withdrawn.
- (17) Suspension or withdrawal of the certificate/confirmation or attestation must be made in writing.
form. The client has the option of submitting a complaint, objection, dispute, or objection in writing, see point II. 8.

2. Duties and responsibilities of the client

The Client shall observe the following provisions and regulations for the efficient performance of auditing/external controls.

- (1) shall provide the Contractor in good time with all information and documents from the Client's sphere that are necessary for the audit time calculation and performance of the audits/inspections. The Contractor shall not be obliged to check the information and documents for correctness and completeness. completeness. This examination is only part of the order if it is formulated as an obligation in the regulations.
- (2) creates all spatial, technical and personnel requirements for the proper execution of the performance of the specified auditing and inspection activities.
- (3) assures its co-operation for the proper execution of this contract.
- (4) always fulfils the current certification requirements of the respective certification program, including the implementation of changes if these are communicated by the Contractor.
- (5) shall name the responsible contact person to the Contractor and grant the Contractor access to all necessary places in the company during working hours.
- (6) assures that the company's own EDP system does not permit any possibility of systematic or manual manipulation of the process data.
- (7) undertakes to notify all changes to products, processes, controls, or changes to the organization, insofar as they are essential for certification and/or performance of the contract, immediately in writing to the Contractor. Changes may include, for example.
 - the legal, economic, or organizational status or ownership.
 - Address changes and changes to locations.
 - Changes to the product or the manufacturing method.
 - organization and management (e.g. key positions, decision-making processes, or technical personnel).
 - significant changes to the quality management system.
- (8) agrees that an audit/inspection may be carried out in his company to verify the activities of the Contractor by competent bodies (e.g. accreditation body DAkkS GmbH, office of the respective certification program, employees of the responsible environmental authority).
- (9) undertakes to observe the respective copyrights when using the certificate or test mark and to use copyrighted content such as the logo only in accordance with the terms of use of the conditions of the respective certification program or rights holder.
- (10) undertakes to inform the Contractor immediately, or at the latest within the time specified by the certification program if the products do not meet the requirements of the certification program or if other situations occur (e.g. recall, product warning, etc.) that could affect the certification status.
- (11) allows the accompaniment of witness and shadow auditors.
- (12) allows the respective standard owner to carry out audits/checks at the client itself.
- (13) ensures that the certificate/confirmation or the attestation or statements on the certification process as well as the eco-inspection body number are clearly used only for the presentation of the conformity with the standard for the certified scope of the audit/inspection in accordance with the requirements of the Contractor and only during the period of validity. The Client must not make any untrue or misleading statements regarding the certification. If the Contractor decides to "withdraw" or "suspend" or "block" the certification, the certificate/confirmation/attestation or the eco-control body number may not be used by the client. Any advertising with reference to the certification must be refrained from, and the client must take the measures required by the relevant certification program.

Unless otherwise stipulated in the conditions of the relevant certification program, the client may use the valid certificate/confirmation or attestation and the organic control number for business purposes, e.g. to provide the organic inspection body number for business purposes, e.g. as proof to customers and authorities and for advertising purposes, e.g. on the website. The use always requires an existing certification of the relevant certification program.

The authorization to use the certificate or confirmation/attestation issued by the Contractor

and a certification mark shall apply exclusively to the company areas specified in the scope of the certificate/confirmation or only for the company divisions of the of the client. Use for areas not mentioned is expressly prohibited.

The client is not authorized to make changes to the certificate/confirmation or the attestation or the. the certification mark.

The right of use expires if no valid certificate/confirmation/certificate is available, if the required monitoring measures are not carried out. Otherwise expires when the term of the certificate/confirmation/certificate ends.

- (14) recognizes that audits/inspections carried out are only equivalent to a random sample in the company and does not make any statement regarding permanent compliance with the specifications required for certification.
- (15) is responsible for ensuring that monitoring in the certification or inspection procedure is carried out in good time before the certificate/confirmation/certificate expires.
- (16) irrevocably authorizes the Contractor to forward the order and the results of the audit (if specified by the certification program)- irrespective of the result of the audit - to the respective standard owner.
. This information shall be stored in a database maintained there, if available. For certification procedures in the field of organic farming, the client authorizes authorizes the Contractor to report to the competent authority/authorities.
- (17) allows certification documents that are made available to others to be reproduced in their entirety or in the manner specified in the certification program.
- (18) considers that, at the time of the audit/inspection, all products and production procedures/processes/systems to be presented in the report and on the certificate/confirmation/attestation can be effectively checked.
- (19) enables and supports the investigation of complaints in relation to the certification requirements by the contractor. Records of complaints must be kept, retained, and made available to the Contractor on request. The Client shall take appropriate measures to ensure compliance with the compliance with the certification requirements. The measures shall be documented.
- (20) If the client makes the certification documents available to others, the documents must be reproduced in their entirety or as specified in the certification program.
- (21) After the audit/inspection, the client shall sign an on-site record of the auditor/inspector.
- (22) The Client shall inform the Contractor of the contact person responsible for the implementation of the contractual provisions in the company.
- (23) If the Contractor works on the Client's premises, at its sites and branches, the Client shall be responsible for all measures necessary for the fulfilment of traffic safety obligations, unless the nature of the matter or an agreement with the principal.
- (24) The Client shall indemnify the Contractor against all claims asserted by third parties against the Contractor due to an infringement of their rights because of use of the certificate/confirmation/certificate in breach of contract for which the Client is responsible. The Customer shall be obliged to reimburse the Contractor costs incurred by the Contractor for the necessary legal defense.

IV. Miscellaneous

1. Amendment of the GTC

The Contractor reserves the right to amend or supplement these General Terms and Conditions in the future for good cause

or amend them in the future for good cause, provided this does not unreasonably penalize the Client. An important reason shall be changes in the legal situation, changes due to new technical developments, the addition or discontinuation of a certification program, fundamental changes by a standard owner in the respective certification program or changes by accreditation bodies or other equivalent reasons. The Contractor shall inform the Client of any change by

the amended content in text form, e.g. by e-mail or fax. The amendment shall become effective if the Client does not object to its inclusion in the contractual relationship with the Contractor in writing or in text form within six weeks of

receipt of the notification of amendment.

2. Further points

- (1) All agreements made between the Contractor and the Client for the execution of the contract are set out in full in writing in the offer, including these General Terms and Conditions. set down in writing. There are no verbal collateral agreements. All amendments must be made in writing.
- (2) Should one or more provisions of the contract be invalid or unenforceable, the validity of the remaining this shall not affect the validity of the remaining provisions.
- (3) This agreement is subject to the law of the Federal Republic of Germany.
- (4) If the Customer is a merchant, a legal entity under public law or a special fund under public law legal entity under public law, Berlin shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same shall apply if the Customer has no general place of jurisdiction in the Federal Republic of Germany.

V. Applicable regulations/documents

Unless otherwise agreed, the following regulations and documents also apply to the certification procedure:

- (1) The standard/regulations of the respective certification program in the currently valid version
- (2) Guidelines incl. checklists, assessment principles and accompanying documents of the respective certification program in the respective valid version
- (3) PÖL-04/FB-14 Catalogue of measures in the currently valid version
- (4) AL-06/VA-04 Objection and appeal procedure www.ars-probata.com/Einspruch and appeal
- (5) Data protection declaration of the contractor, in the currently valid version www.ars-probata.com/Datenschutz
- (6) If the certification program is subject to an accreditation standard, the currently valid accreditation standard in the currently valid version

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Technical change notice 01/06/2025 (S-03)

Name change "ARS PROBATA GmbH" to "Eurofins ARS PROBATA GmbH";

Header: new logo; Contact: new e-mail address, new telephone no., fax no. deleted

There have been no changes to the content of S-02 01/01/2024.